

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended: June 30, 2013

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For transition period \_\_\_\_\_ to \_\_\_\_\_

Commission File Number of issuing entity: 333-189460-02  
**BA CREDIT CARD TRUST**  
(Exact name of issuing entity as specified in its charter)  
(Issuer of the Notes)

Commission File Number of issuing entity: 333-189460-01  
**BA MASTER CREDIT CARD TRUST II**  
(Exact name of issuing entity as specified in its charter)  
(Issuer of the Collateral Certificate)

Commission File Number of depositor: 333-189460  
**BA CREDIT CARD FUNDING, LLC**  
(Exact name of depositor as specified in its charter)

**FIA CARD SERVICES, NATIONAL ASSOCIATION**  
(Exact name of sponsor as specified in its charter)

**Delaware**  
(State or other jurisdiction of incorporation  
or organization of the issuing entity)

c/o BA Credit Card Funding, LLC  
214 North Tryon Street  
Charlotte, NC 28255  
(Address of principal executive offices  
of issuing entity)

(980) 683-4915  
(Telephone number, including area code)

N/A  
(I.R.S. Employer Identification No.)

**Delaware**  
(State or other jurisdiction of incorporation  
or organization of the issuing entity)

c/o BA Credit Card Funding, LLC  
214 North Tryon Street  
Charlotte, NC 28255  
(Address of principal executive offices  
of issuing entity)

(980) 683-4915  
(Telephone number, including area code)

N/A  
(I.R.S. Employer Identification No.)

Securities registered pursuant to Section 12(b) of the Act: None

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). ☒ Yes ☐ No [Rule 405 of Regulation S-T is not applicable.]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant’s knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒ [Item 405 of Regulation S-K is not applicable.]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐

Non-accelerated filer ☒ (Do not check if a smaller reporting company)

Accelerated filer ☐

Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

Registrant has no voting or non-voting common equity outstanding held by non-affiliates.

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\* In accordance with relevant regulations of the Securities and Exchange Commission, the depositor files annual and other reports with the Commission in respect of BA Credit Card Trust and BA Master Credit Card Trust II under the Central Index Key (CIK) number (0001128250) for BA Credit Card Trust.

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## PART I

The following Items have been omitted in accordance with General Instruction J to Form 10-K:

Item 1: Business.  
Item 1A: Risk Factors.  
Item 2: Properties.  
Item 3: Legal Proceedings.

**Item 1B. Unresolved Staff Comments.**  
Not Applicable.

**Item 4. Mine Safety Disclosures.**  
Not Applicable.

Substitute information provided in accordance with General Instruction J to Form 10-K:

**Item 1112(b) of Regulation AB. Significant Obligor of Pool Assets (Financial Information).**

The primary asset of BA Credit Card Trust is the collateral certificate, Series 2001-D, representing an undivided interest in BA Master Credit Card Trust II, whose assets include the receivables arising in a portfolio of unsecured consumer revolving credit card accounts. BA Master Credit Card Trust II, therefore, may be considered a significant obligor in relation to BA Credit Card Trust. Pursuant to Instruction 3.b. to Item 1112(b) of Regulation AB, the information required by Instruction J to Form 10-K in respect of BA Master Credit Card Trust II has been disclosed in this report on Form 10-K in lieu of the information otherwise contemplated by Item 1112(b).

The pool assets held by BA Master Credit Card Trust II do not include any significant obligors.

**Item 1114(b)(2) of Regulation AB: Credit Enhancement and Other Support, Except for Certain Derivatives Instruments (Financial Information).**

Based on the standards set forth in Item 1114(b)(2) of Regulation AB, no information is required in response to this Item.

**Item 1115(b) of Regulation AB: Certain Derivatives Instruments (Financial Information).**

Based on the standards set forth in Item 1115(b) of Regulation AB, no information is required in response to this Item.

**Item 1117 of Regulation AB: Legal Proceedings.**

### *Industry Developments*

FIA Card Services, National Association ("FIA") issues credit cards on MasterCard's and Visa's networks. MasterCard and Visa are subject to settlement obligations relating to certain litigations and continue to be subject to significant ongoing litigations, including class actions, and increased competition. These settlements and litigations are based on, among other things, claimed violations of United States federal antitrust laws, claims that currency conversion fees were wrongly applied on purchases of goods and services in foreign countries, and claims alleging that the interchange charged by MasterCard and Visa is impermissible. The costs associated with these settlements, litigations and other matters could cause MasterCard and Visa to invest less in their networks and marketing efforts and could adversely affect the interchange paid to their member banks, including FIA.

### *Litigation*

In 2005, a group of merchants filed a series of putative class actions and individual actions directed at interchange fees associated with Visa and MasterCard payment card transactions. These actions, which were consolidated in the U.S. District Court for the Eastern District of New York under the caption *In Re Payment Card Interchange Fee and Merchant Discount Anti-Trust Litigation*, named Visa, MasterCard and several banks and bank holding companies, including Bank of America Corporation, as defendants. Plaintiffs alleged that defendants conspired to fix the level of default interchange rates, which represent the fee an issuing bank charges an acquiring bank on every transaction. Plaintiffs also challenged as unreasonable

restraints of trade under Section 1 of the Sherman Act certain rules of Visa and MasterCard related to merchant acceptance of payment cards at the point of sale. Plaintiffs sought unspecified damages and injunctive relief based on their assertion that interchange would be lower or eliminated absent the alleged conduct.

On October 19, 2012, defendants, including Bank of America Corporation, entered an agreement to settle the class plaintiffs' claims. The defendants also separately agreed to resolve the claims brought by a group of individual retailers that opted out of the class to pursue independent litigation. The settlement agreements provide for, among other things, (i) payments by defendants to the class and individual plaintiffs totaling approximately \$6.6 billion; (ii) distribution to class merchants of an amount equal to 10 bps of default interchange across all Visa and MasterCard credit card transactions for a period of eight consecutive months, which period began on July 29, 2013, which otherwise would have been paid to Visa and MasterCard issuers, including Bank of America Corporation, and which effectively reduces credit interchange for that period of time; and (iii) modifications to Visa and MasterCard rules regarding merchant point of sale practices.

Subject to the loss-sharing agreements Bank of America Corporation and certain affiliates previously entered into with Visa, MasterCard and other financial institutions, Bank of America Corporation will contribute a total of \$738 million to the settlement of the class and individual actions. Of that amount, \$539 million will be paid from the proceeds that Visa previously placed into an escrow fund pursuant to Visa's Retrospective Responsibility Plan to cover Bank of America Corporation's share of Visa-related claims.

The court granted preliminary approval of the class settlement agreement on November 9, 2012, over the objections of several class members. The objecting class members appealed to the U.S. Court of Appeals for the Second Circuit, which denied appellants' motion for expedited appeal and deferred briefing until after final approval of the settlement. The final approval hearing was held on September 12, 2013 and the court reserved decision.

#### ***Regulatory Developments***

FIA has received inquiries from and has been in discussions with regulatory authorities to address concerns regarding the sale and marketing of certain optional credit card debt cancellation products. Bank of America Corporation and/or FIA may be subject to a regulatory enforcement action and required to pay restitution or provide other relief to customers, and/or pay penalties to one or more regulators.

In addition, FIA has been in discussions with regulatory authorities to address concerns that some customers may have paid for but did not receive certain benefits of optional identity theft protection services from third-party vendors of FIA, including whether appropriate oversight of such vendors existed. Bank of America Corporation and/or FIA has issued and will continue to issue refund checks to impacted customers and may be subject to a regulatory enforcement action requiring payment of additional restitution or other relief to customers, and/or payment of penalties to one or more regulators.

## **PART II**

### **The following Items have been omitted in accordance with General Instruction J to Form 10-K:**

- Item 5: Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.
- Item 6: Selected Financial Data.
- Item 7: Management's Discussion and Analysis of Financial Condition and Results of Operations.
- Item 7A: Quantitative and Qualitative Disclosures about Market Risk.
- Item 8: Financial Statements and Supplementary Data.
- Item 9: Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.
- Item 9A: Controls and Procedures.

### **Item 9B: Other Information.**

None.

### PART III

**The following Items have been omitted in accordance with General Instruction J to Form 10-K:**

- Item 10: Directors, Executive Officers and Corporate Governance.
- Item 11: Executive Compensation.
- Item 12: Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.
- Item 13: Certain Relationships and Related Transactions, and Director Independence.
- Item 14: Principal Accountant Fees and Services.

**Substitute information provided in accordance with General Instruction J to Form 10-K:**

**Item 1119 of Regulation AB: Affiliations and Certain Relationships and Related Transactions**

Information required by Item 1119 of Regulation AB has been omitted from this report on Form 10-K in reliance on the Instruction to Item 1119.

**Item 1122 of Regulation AB: Compliance with Applicable Servicing Criteria.**

(a) *Item 1122 Reports:* Each of FIA, with respect to itself and its affiliated servicing participants, and The Bank of New York Mellon (each, a “Servicing Participant”) has been identified by the registrant as a party participating in the servicing function with respect to the pool assets held by each of BA Master Credit Card Trust II and BA Credit Card Trust. Each Servicing Participant has completed a report on assessment of compliance with the servicing criteria applicable to such Servicing Participant (each, a “Report on Assessment”), which Reports on Assessment are attached as exhibits to this Form 10-K. In addition, each of the Servicing Participants has provided an attestation report (each, an “Attestation Report”) by a registered independent public accounting firm regarding its related Report on Assessment. Each Attestation Report is attached as an exhibit to this Form 10-K.

A Servicing Participant may engage one or more vendors to perform specific and limited activities that address all or a portion of one or more servicing criteria applicable to such Servicing Participant. Each Servicing Participant indicates that it has instituted policies and procedures to monitor whether its vendors’ activities comply in all material respects with such servicing criteria, and has elected to take responsibility for assessing compliance with the servicing criteria applicable to its vendors’ activities in such Servicing Participant’s Report on Assessment.

Except as disclosed below, no Report on Assessment or related Attestation Report has identified (i) any material instance of noncompliance with the servicing criteria identified in such Report on Assessment as applicable to the related Servicing Participant or (ii) any material deficiency in such Servicing Participant’s policies and procedures to monitor vendor compliance.

***Exceptions:***

*FIA Card Services, National Association:* FIA’s Report on Assessment and the related Attestation Report prepared by PricewaterhouseCoopers LLP have identified material noncompliance with one servicing criterion applicable to FIA -- servicing criterion 1122(d)(4)(v), which contemplates that FIA’s records regarding the pool assets agree with its records with respect to an obligor’s unpaid principal balance.

FIA currently utilizes two payment prioritization methodologies when servicing credit card accounts. The cardholder cycle payment methodology is utilized for customer calculations such as balance subject to finance charge, finance charges billed, and statement balance reporting functions. The daily trust payment methodology is utilized for reporting on the assets in the BA Master Credit Card Trust II portfolio. FIA believes that these two methodologies have been utilized since approximately 1996.

The two current methodologies agree on the total outstanding balance for each credit card account, but they vary with respect to the component principal receivable and finance charge receivable balances. This variance is primarily due to differences in the payment priorities applied to collections under each of the two methodologies. Please refer to “*Variances in Trust Reporting Compared with Cardholder Reporting*” in the endnotes to Exhibit 99.1 in the registrant’s distribution report on Form 10-D, filed with the SEC on September 16, 2013, for a description of the two payment prioritization methodologies utilized by FIA, their differences, and the resulting variance as of the end of the August 2013 Monthly Period.

FIA has begun to implement a systems initiative that will consolidate these methodologies into a single payment prioritization methodology. Upon completion of this initiative, currently expected in mid-2014, this consolidated methodology will prioritize payments to balances similar to the cardholder methodology but will do so on a daily basis similar to the trust methodology.

*The Bank of New York Mellon:* The Bank of New York Mellon's Report on Assessment and the related Attestation Report prepared by KPMG LLP have identified material noncompliance with three servicing criteria applicable to The Bank of New York Mellon:

- Servicing criterion 1122(d)(3)(i)(A) contemplates that reports to investors, including those to be filed with the Securities and Exchange Commission (the "SEC"), are maintained in accordance with the transaction agreements and applicable SEC requirements. Specifically, such reports: Are prepared in accordance with timeframes and other terms set forth in the transaction agreements.

Noncompliance: The Bank of New York Mellon indicates that during the reporting period, certain reports to investors were not prepared in accordance with the timeframes and other terms set forth in the related transaction agreements.

Remediation: The Bank of New York Mellon further indicates that (i) when its management became aware of such instances, controls designed to prevent such occurrences in the future were implemented and (ii) the applicable reports have been prepared and distributed to investors.

- Servicing criterion 1122(d)(3)(i)(B) contemplates that reports to investors, including those to be filed with the SEC, are maintained in accordance with the transaction agreements and applicable SEC requirements. Specifically, such reports: Provide information calculated in accordance with the terms specified in the transaction agreements.

Noncompliance: The Bank of New York Mellon indicates that during the reporting period, for the manufactured housing transactions in its platform, certain reports to investors contained information that was not calculated in accordance with the terms specified in the related transaction agreements.

Remediation: The Bank of New York Mellon further indicates that (i) these instances of noncompliance were because of errors in the related payment models and omissions in data provided by the related servicer, (ii) when its management became aware that changes to investor reports were necessary, after receipt of the omitted information from the related servicer, investors were informed of the errors and the applicable investor reports were revised to reflect payment adjustments made in December 2012, and (iii) the related payment models were updated to ensure that future reports provide information calculated in accordance with the terms specified in the transaction agreements.

- Servicing criterion 1122(d)(3)(ii) contemplates that amounts due to investors are allocated and remitted in accordance with timeframes, distribution priority and other terms set forth in the transaction agreements.

Noncompliance: The Bank of New York Mellon indicates that during the reporting period, for the manufactured housing transactions in its platform, certain amounts due to the related investors were not allocated and remitted in accordance with the distribution priority and other terms set forth in the related transaction agreements.

Remediation: The Bank of New York Mellon further indicates that (i) these instances of noncompliance were because of errors in the related payment models and omissions in data provided by the related servicer and (ii) when its management became aware that changes to investor payments and reports were necessary, after receipt of the omitted information from the related servicer, in December 2012, the applicable payments were adjusted related to the affected payment dates and revisions to the payment models were made to ensure that future payments will be allocated and remitted in accordance with the distribution priority and other terms set forth in the transaction agreements.

The Bank of New York Mellon has also confirmed that none of the identified instances of noncompliance involved the servicing of pool assets held by either BA Master Credit Card Trust II or by BA Credit Card Trust.

We have not independently verified the accuracy of The Bank of New York Mellon's assertions or the adequacy of its remediation efforts.

***Platform-Level Reports:***

Regulations of the SEC require that each servicing participant complete a report on assessment at a "platform" level, meaning that the transactions covered by the report on assessment should include all asset-backed securities transactions involving such servicing participant that are backed by the same asset type. Subsequent guidance from the SEC staff identifies additional parameters that a servicing participant may apply to define and further limit its platform. For example, a servicing participant may define its platform to include only transactions that were completed on or after January 1, 2006 (the effective date for Regulation AB) and that were registered with the SEC pursuant to the Securities Act of 1933. Each servicing participant is responsible for defining its own platform, and each platform will naturally differ based on various factors, including the servicing participant's business model, the transactions in which it is involved and the range of activities performed in those transactions.

**(b) Other Reports:** FIA has completed an assertion letter which states that, as of June 30, 2013, its controls over the functions performed as servicer of BA Master Credit Card Trust II and BA Credit Card Trust are effective in providing reasonable assurance that BA Master Credit Card Trust II and BA Credit Card Trust assets in the possession of or under the control of FIA, as servicer, are safeguarded against loss from unauthorized use or disposition, as specified in the applicable agreements. PricewaterhouseCoopers LLP has produced an accountants report attesting to the fairness of such assertion as of June 30, 2013. Such assertion letter and related accountants report is attached as Exhibit 99.1 to this Form 10-K.

**Item 1123 of Regulation AB: Servicer Compliance Statement.**

FIA has been identified by the registrant as a servicer with respect to the pool assets held by each of BA Master Credit Card Trust II and BA Credit Card Trust. FIA has provided a statement of compliance with the related servicing agreement (the "Compliance Statement"), signed by an authorized officer of FIA. The Compliance Statement is attached as an exhibit to this Form 10-K.

**PART IV**

**Item 15. Exhibits and Financial Statement Schedules.**

- (a)(1) Not Applicable.
- (a)(2) Not Applicable.
- (a)(3) Not Applicable.
- (b) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
3.1	Composite Articles of Association of FIA Card Services, National Association (included in Exhibit 3.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on June 13, 2006, which is incorporated herein by reference).
3.2	Amended and Restated Bylaws of FIA Card Services, National Association.
4.1	Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006 (included in Exhibit 4.3 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on October 20, 2006, which is incorporated herein by reference).
4.1.1	First Amendment to Second Amended and Restated Pooling and Servicing Agreement, dated as of June 3, 2011 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on June 7, 2011, which is incorporated herein by reference).
4.2.1	Third Amended and Restated Series 2001-D Supplement to Amended and Restated Pooling and Servicing Agreement, dated as of March 2, 2009 (included in Exhibit 4.6 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 3, 2009, which is incorporated herein by reference).
4.2.2	Addendum to Third Amended and Restated Series 2001-D Supplement to Amended and Restated Pooling and Servicing Agreement, dated as of March 31, 2010 (included in Exhibit 4.6 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 31, 2010, which is incorporated herein by reference).
4.3	BA Credit Card Trust Third Amended and Restated Trust Agreement, dated as of October 20, 2006 (included in Exhibit 4.5 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on October 20, 2006, which is incorporated herein by reference).
4.4	Second Amended and Restated Indenture, dated as of October 20, 2006 (included in Exhibit 4.6 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on October 20, 2006, which is incorporated herein by reference).
4.5	Amended and Restated BAseries Indenture Supplement, dated as of June 10, 2006 (included in Exhibit 4.5 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on June 13, 2006, which is incorporated herein by reference).
4.6.1	Class C(2002-6) Terms Document, dated as of October 29, 2002 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on November 19, 2002, which is incorporated herein by reference).
4.6.2	Class C(2002-7) Terms Document, dated as of October 29, 2002 (included in Exhibit 4.3 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on November 19, 2002, which is incorporated herein by reference).



- 4.6.3 Class A(2003-10) Terms Document, dated as of October 15, 2003 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on November 17, 2003, which is incorporated herein by reference).
- 4.6.4 Class C(2003-7) Terms Document, dated as of November 5, 2003 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 15, 2003, which is incorporated herein by reference).
- 4.6.5 Class A(2004-3) Terms Document, dated as of March 17, 2004 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 17, 2004, which is incorporated herein by reference).
- 4.6.6 Class B(2004-1) Terms Document, dated as of April 1, 2004 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on April 1, 2004, which is incorporated herein by reference).
- 4.6.7 Class C(2004-2) Terms Document, dated as of July 1, 2004 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on July 1, 2004, which is incorporated herein by reference).
- 4.6.8 Class A(2005-10) Terms Document, dated as of November 29, 2005 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on November 29, 2005, which is incorporated herein by reference).
- 4.6.9 Class C(2006-1) Terms Document, dated as of February 17, 2006 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on February 21, 2006, which is incorporated herein by reference).
- 4.6.10 Class B(2006-1) Terms Document, dated as of March 3, 2006 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 3, 2006, which is incorporated herein by reference).
- 4.6.11 Class A(2006-2) Terms Document, dated as of March 7, 2006 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 7, 2006, which is incorporated herein by reference).
- 4.6.12 Class A(2006-5) Terms Document, dated as of June 9, 2006 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on June 9, 2006, which is incorporated herein by reference).
- 4.6.13 Class A(2006-7) Terms Document, dated as of July 28, 2006 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on July 31, 2006, which is incorporated herein by reference).
- 4.6.14 Class A(2006-8) Terms Document, dated as of August 9, 2006 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on August 10, 2006, which is incorporated herein by reference).
- 4.6.15 Class C(2006-5) Terms Document, dated as of August 15, 2006 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on August 15, 2006, which is incorporated herein by reference).
- 4.6.16 Class A(2006-11) Terms Document, dated as of September 26, 2006 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on September 26, 2006, which is incorporated herein by reference).

- 4.6.17 Class A(2006-13) Terms Document, dated as of November 14, 2006 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on November 14, 2006, which is incorporated herein by reference).
- 4.6.18 Class A(2006-14) Terms Document, dated as of November 28, 2006 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on November 28, 2006, which is incorporated herein by reference).
- 4.6.19 Omnibus Amendment to the Class A Terms Documents, dated as of January 8, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 8, 2007, which is incorporated herein by reference).
- 4.6.20 Class A(2007-1) Terms Document, dated as of January 18, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 18, 2007, which is incorporated herein by reference).
- 4.6.21 Omnibus Amendment to the Class B Terms Documents, dated as of January 25, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 25, 2007, which is incorporated herein by reference).
- 4.6.22 Class B(2007-2) Terms Document, dated as of January 31, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 31, 2007, which is incorporated herein by reference).
- 4.6.23 Class A(2007-3) Terms Document, dated as of March 20, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 20, 2007, which is incorporated herein by reference).
- 4.6.24 Class A(2007-4) Terms Document, dated as of March 20, 2007 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 20, 2007, which is incorporated herein by reference).
- 4.6.25 Class B(2007-3) Terms Document, dated as of March 30, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 30, 2007, which is incorporated herein by reference).
- 4.6.26 Class A(2007-6) Terms Document, dated as of April 12, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on April 12, 2007, which is incorporated herein by reference).
- 4.6.27 Class A(2007-10) Terms Document, dated as of July 26, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on July 26, 2007, which is incorporated herein by reference).
- 4.6.28 Class A(2007-11) Terms Document, dated as of August 2, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on August 2, 2007, which is incorporated herein by reference).
- 4.6.29 Class A(2007-14) Terms Document, dated as of November 27, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on November 27, 2007, which is incorporated herein by reference).
- 4.6.30 Class A(2007-15) Terms Document, dated as of November 27, 2007 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on November 27, 2007, which is incorporated herein by reference).

- 4.6.31 Class B(2008-1) Terms Document, dated as of January 17, 2008 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 17, 2008, which is incorporated herein by reference).
- 4.6.32 Class A(2007-15) Supplemental Indenture, dated as of January 17, 2008 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 17, 2008, which is incorporated herein by reference).
- 4.6.33 Class A(2008-2) Terms Document, dated as of March 14, 2008 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 14, 2008, which is incorporated herein by reference).
- 4.6.34 Class A(2008-4) Terms Document, dated as of April 11, 2008 (included in Exhibit 4.3 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on April 11, 2008, which is incorporated herein by reference).
- 4.6.35 Class A(2008-6) Terms Document, dated as of May 15, 2008 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on May 15, 2008, which is incorporated herein by reference).
- 4.6.36 Class A(2008-7) Terms Document, dated as of June 13, 2008 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on June 13, 2008, which is incorporated herein by reference).
- 4.6.37 Class A(2008-8) Terms Document, dated as of July 17, 2008 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on July 17, 2008, which is incorporated herein by reference).
- 4.6.38 Class C(2008-5) Terms Document, dated as of August 15, 2008 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on August 15, 2008, which is incorporated herein by reference).
- 4.6.39 Class A(2008-10) Terms Document, dated as of August 15, 2008 (included in Exhibit 4.3 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on August 15, 2008, which is incorporated herein by reference).

- 4.6.40 Omnibus Amendment to the Class A(2001-2), Class C(2002-1), Class A(2002-3), Class A(2002-5), Class C(2002-3), Class A(2002-8), Class C(2002-6), Class C(2002-7), Class C(2003-1), Class A(2003-4), Class A(2003-8), Class A(2003-10), Class C(2003-7), Class A(2004-2), Class C(2004-1), Class A(2004-3), Class B(2004-1), Class A(2004-6), Class C(2004-2), Class A(2004-7), Class B(2004-2), Class A(2004-8), Class A(2004-10), Class A(2005-2), Class C(2005-1), Class A(2005-3), Class B(2005-1), Class A(2005-4), Class B(2005-2), Class A(2005-6), Class C(2005-2), Class A(2005-8), Class A(2005-9), Class A(2005-10), Class A(2005-11), Class C(2006-1), Class B(2006-1), Class A(2006-2), Class C(2006-2), Class A(2006-3), Class C(2006-3), Class A(2006-5), Class C(2006-4), Class A(2006-6), Class A(2006-7), Class A(2006-8), Class C(2006-5), Class B(2006-3), Class A(2006-9), Class A(2006-10), Class A(2006-11), Class A(2006-12), Class C(2006-7), Class A(2006-13), Class B(2006-4), Class A(2006-14), Class A(2006-15), Class A(2006-16), Class A(2007-1), Class B(2007-1), Class C(2007-1), Class B(2007-2), Class A(2007-2), Class A(2007-3), Class A(2007-4), Class B(2007-3), Class A(2007-6), Class B(2007-4), Class C(2007-2), Class A(2007-7), Class A(2007-8), Class A(2007-9), Class A(2007-10), Class A(2007-11), Class A(2007-12), Class B(2007-5), Class A(2007-13), Class B(2007-6), Class C(2007-4), Class A(2007-14), Class A(2007-15), Class B(2008-1), Class A(2008-1), Class C(2008-1), Class B(2008-2), Class C(2008-2), Class A(2008-2), Class A(2008-4), Class A(2008-5), Class A(2008-6), Class A(2008-7), Class C(2008-4), Class A(2008-8), Class A(2008-9), Class B(2008-4), Class C(2008-5) and Class A(2008-10) Terms Documents, dated as of April 14, 2009 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on April 14, 2009, which is incorporated herein by reference).
- 4.6.41 Omnibus Addendum to the Class A(2001-2), Class A(2002-2), Class A(2002-3), Class A(2003-4), Class A(2003-5), Class A(2003-8), Class A(2003-10), Class A(2004-1), Class A(2004-2), Class A(2004-3), Class A(2004-5), Class A(2004-6), Class A(2004-8), Class A(2004-9), Class A(2005-2), Class A(2005-3), Class A(2005-4), Class A(2005-6), Class A(2005-9), Class A(2005-10), Class A(2005-11), Class A(2006-2), Class A(2006-5), Class A(2006-6), Class A(2006-7), Class A(2006-8), Class A(2006-9), Class A(2006-11), Class A(2006-12), Class A(2006-13), Class A(2006-14), Class A(2006-15), Class A(2006-16), Class A(2007-1), Class A(2007-2), Class A(2007-3), Class A(2007-4), Class A(2007-5), Class A(2007-6), Class A(2007-8), Class A(2007-9), Class A(2007-10), Class A(2007-11), Class A(2007-12), Class A(2007-14), Class A(2007-15), Class A(2008-1), Class A(2008-2), Class A(2008-4), Class A(2008-5), Class A(2008-6), Class A(2008-7), Class A(2008-8) and Class A(2008-10) Terms Documents, dated as of March 31, 2010 (included in Exhibit 4.7 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 31, 2010, which is incorporated herein by reference).
- 4.6.42 Omnibus Addendum to the Class B(2003-4), Class B(2004-1), Class B(2004-2), Class B(2005-1), Class B(2005-2), Class B(2005-3), Class B(2006-1), Class B(2006-2), Class B(2007-2), Class B(2007-3), Class B(2007-4), Class B(2008-1), Class B(2008-2), Class B(2009-1), Class B(2009-2) and Class B(2010-1) Terms Documents, dated as of March 31, 2010 (included in Exhibit 4.8 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 31, 2010, which is incorporated herein by reference).
- 4.6.43 Class A(2010-1) Terms Document, dated as of May 14, 2010 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on May 14, 2010, which is incorporated herein by reference).
- 31.1 Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 33.1 Report on Assessment of Compliance with Servicing Criteria for FIA Card Services, National Association and its affiliated servicing participants.
- 33.2 Report on Assessment of Compliance with Servicing Criteria for The Bank of New York Mellon as of, and for the twelve months ended, June 30, 2013.

- 34.1 Attestation Report of PricewaterhouseCoopers LLP on Assessment of Compliance with Servicing Criteria relating to FIA Card Services, National Association and its affiliated servicing participants.
- 34.2 Attestation Report of KPMG LLP on Assessment of Compliance with Servicing Criteria relating to The Bank of New York Mellon filed as Exhibit 33.2.
- 35.1 Servicer Compliance Statement of FIA Card Services, National Association.
- 99.1 Report of PricewaterhouseCoopers LLP pursuant to Section 3.06 of the Pooling and Servicing Agreement with regard to FIA Card Services, National Association (including the related assertion letter of FIA regarding its internal controls, delivered pursuant to Section 3.06 of the Pooling and Servicing Agreement).
- 99.2 Defaulted Receivables Supplemental Servicing Agreement, dated as of September 11, 2009, between FIA Card Services, National Association and BA Credit Card Funding, LLC (included in Exhibit 99.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on September 11, 2009, which is incorporated herein by reference).

(c) Not Applicable.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**BA Credit Card Trust**

By: FIA Card Services, National Association,  
as Servicer

By: /s/ Michelle D. Dumont  
Name: Michelle D. Dumont  
Title: Senior Vice President

(senior officer in charge of the servicing function)

Date: September 30, 2013

## EXHIBIT INDEX

<b>Exhibit Number</b>	<b>Description</b>
3.1	Composite Articles of Association of FIA Card Services, National Association (included in Exhibit 3.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on June 13, 2006, which is incorporated herein by reference).
3.2	Amended and Restated Bylaws of FIA Card Services, National Association.
4.1	Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006 (included in Exhibit 4.3 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on October 20, 2006, which is incorporated herein by reference).
4.1.1	First Amendment to Second Amended and Restated Pooling and Servicing Agreement, dated as of June 3, 2011 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on June 7, 2011, which is incorporated herein by reference).
4.2.1	Third Amended and Restated Series 2001-D Supplement to Amended and Restated Pooling and Servicing Agreement, dated as of March 2, 2009 (included in Exhibit 4.6 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 3, 2009, which is incorporated herein by reference).
4.2.2	Addendum to Third Amended and Restated Series 2001-D Supplement to Amended and Restated Pooling and Servicing Agreement, dated as of March 31, 2010 (included in Exhibit 4.6 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 31, 2010, which is incorporated herein by reference).
4.3	BA Credit Card Trust Third Amended and Restated Trust Agreement, dated as of October 20, 2006 (included in Exhibit 4.5 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on October 20, 2006, which is incorporated herein by reference).
4.4	Second Amended and Restated Indenture, dated as of October 20, 2006 (included in Exhibit 4.6 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on October 20, 2006, which is incorporated herein by reference).
4.5	Amended and Restated BAseries Indenture Supplement, dated as of June 10, 2006 (included in Exhibit 4.5 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on June 13, 2006, which is incorporated herein by reference).
4.6.1	Class C(2002-6) Terms Document, dated as of October 29, 2002 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on November 19, 2002, which is incorporated herein by reference).
4.6.2	Class C(2002-7) Terms Document, dated as of October 29, 2002 (included in Exhibit 4.3 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on November 19, 2002, which is incorporated herein by reference).
4.6.3	Class A(2003-10) Terms Document, dated as of October 15, 2003 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on November 17, 2003, which is incorporated herein by reference).

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- 4.6.4 Class C(2003-7) Terms Document, dated as of November 5, 2003 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 15, 2003, which is incorporated herein by reference).
- 4.6.5 Class A(2004-3) Terms Document, dated as of March 17, 2004 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 17, 2004, which is incorporated herein by reference).
- 4.6.6 Class B(2004-1) Terms Document, dated as of April 1, 2004 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on April 1, 2004, which is incorporated herein by reference).
- 4.6.7 Class C(2004-2) Terms Document, dated as of July 1, 2004 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on July 1, 2004, which is incorporated herein by reference).
- 4.6.8 Class A(2005-10) Terms Document, dated as of November 29, 2005 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on November 29, 2005, which is incorporated herein by reference).
- 4.6.9 Class C(2006-1) Terms Document, dated as of February 17, 2006 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on February 21, 2006, which is incorporated herein by reference).
- 4.6.10 Class B(2006-1) Terms Document, dated as of March 3, 2006 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 3, 2006, which is incorporated herein by reference).
- 4.6.11 Class A(2006-2) Terms Document, dated as of March 7, 2006 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 7, 2006, which is incorporated herein by reference).
- 4.6.12 Class A(2006-5) Terms Document, dated as of June 9, 2006 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on June 9, 2006, which is incorporated herein by reference).
- 4.6.13 Class A(2006-7) Terms Document, dated as of July 28, 2006 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on July 31, 2006, which is incorporated herein by reference).
- 4.6.14 Class A(2006-8) Terms Document, dated as of August 9, 2006 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on August 10, 2006, which is incorporated herein by reference).
- 4.6.15 Class C(2006-5) Terms Document, dated as of August 15, 2006 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on August 15, 2006, which is incorporated herein by reference).
- 4.6.16 Class A(2006-11) Terms Document, dated as of September 26, 2006 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on September 26, 2006, which is incorporated herein by reference).
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- 4.6.17 Class A(2006-13) Terms Document, dated as of November 14, 2006 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on November 14, 2006, which is incorporated herein by reference).
- 4.6.18 Class A(2006-14) Terms Document, dated as of November 28, 2006 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on November 28, 2006, which is incorporated herein by reference).
- 4.6.19 Omnibus Amendment to the Class A Terms Documents, dated as of January 8, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 8, 2007, which is incorporated herein by reference).
- 4.6.20 Class A(2007-1) Terms Document, dated as of January 18, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 18, 2007, which is incorporated herein by reference).
- 4.6.21 Omnibus Amendment to the Class B Terms Documents, dated as of January 25, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 25, 2007, which is incorporated herein by reference).
- 4.6.22 Class B(2007-2) Terms Document, dated as of January 31, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 31, 2007, which is incorporated herein by reference).
- 4.6.23 Class A(2007-3) Terms Document, dated as of March 20, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 20, 2007, which is incorporated herein by reference).
- 4.6.24 Class A(2007-4) Terms Document, dated as of March 20, 2007 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 20, 2007, which is incorporated herein by reference).
- 4.6.25 Class B(2007-3) Terms Document, dated as of March 30, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 30, 2007, which is incorporated herein by reference).
- 4.6.26 Class A(2007-6) Terms Document, dated as of April 12, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on April 12, 2007, which is incorporated herein by reference).
- 4.6.27 Class A(2007-10) Terms Document, dated as of July 26, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on July 26, 2007, which is incorporated herein by reference).
- 4.6.28 Class A(2007-11) Terms Document, dated as of August 2, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on August 2, 2007, which is incorporated herein by reference).
- 4.6.29 Class A(2007-14) Terms Document, dated as of November 27, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on November 27, 2007, which is incorporated herein by reference).
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- 4.6.30 Class A(2007-15) Terms Document, dated as of November 27, 2007 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on November 27, 2007, which is incorporated herein by reference).
- 4.6.31 Class B(2008-1) Terms Document, dated as of January 17, 2008 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 17, 2008, which is incorporated herein by reference).
- 4.6.32 Class A(2007-15) Supplemental Indenture, dated as of January 17, 2008 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 17, 2008, which is incorporated herein by reference).
- 4.6.33 Class A(2008-2) Terms Document, dated as of March 14, 2008 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 14, 2008, which is incorporated herein by reference).
- 4.6.34 Class A(2008-4) Terms Document, dated as of April 11, 2008 (included in Exhibit 4.3 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on April 11, 2008, which is incorporated herein by reference).
- 4.6.35 Class A(2008-6) Terms Document, dated as of May 15, 2008 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on May 15, 2008, which is incorporated herein by reference).
- 4.6.36 Class A(2008-7) Terms Document, dated as of June 13, 2008 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on June 13, 2008, which is incorporated herein by reference).
- 4.6.37 Class A(2008-8) Terms Document, dated as of July 17, 2008 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on July 17, 2008, which is incorporated herein by reference).
- 4.6.38 Class C(2008-5) Terms Document, dated as of August 15, 2008 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on August 15, 2008, which is incorporated herein by reference).
- 4.6.39 Class A(2008-10) Terms Document, dated as of August 15, 2008 (included in Exhibit 4.3 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on August 15, 2008, which is incorporated herein by reference).
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- 4.6.40 Omnibus Amendment to the Class A(2001-2), Class C(2002-1), Class A(2002-3), Class A(2002-5), Class C(2002-3), Class A(2002-8), Class C(2002-6), Class C(2002-7), Class C(2003-1), Class A(2003-4), Class A(2003-8), Class A(2003-10), Class C(2003-7), Class A(2004-2), Class C(2004-1), Class A(2004-3), Class B(2004-1), Class A(2004-6), Class C(2004-2), Class A(2004-7), Class B(2004-2), Class A(2004-8), Class A(2004-10), Class A(2005-2), Class C(2005-1), Class A(2005-3), Class B(2005-1), Class A(2005-4), Class B(2005-2), Class A(2005-6), Class C(2005-2), Class A(2005-8), Class A(2005-9), Class A(2005-10), Class A(2005-11), Class C(2006-1), Class B(2006-1), Class A(2006-2), Class C(2006-2), Class A(2006-3), Class C(2006-3), Class A(2006-5), Class C(2006-4), Class A(2006-6), Class A(2006-7), Class A(2006-8), Class C(2006-5), Class B(2006-3), Class A(2006-9), Class A(2006-10), Class A(2006-11), Class A(2006-12), Class C(2006-7), Class A(2006-13), Class B(2006-4), Class A(2006-14), Class A(2006-15), Class A(2006-16), Class A(2007-1), Class B(2007-1), Class C(2007-1), Class B(2007-2), Class A(2007-2), Class A(2007-3), Class A(2007-4), Class B(2007-3), Class A(2007-6), Class B(2007-4), Class C(2007-2), Class A(2007-7), Class A(2007-8), Class A(2007-9), Class A(2007-10), Class A(2007-11), Class A(2007-12), Class B(2007-5), Class A(2007-13), Class B(2007-6), Class C(2007-4), Class A(2007-14), Class A(2007-15), Class B(2008-1), Class A(2008-1), Class C(2008-1), Class B(2008-2), Class C(2008-2), Class A(2008-2), Class A(2008-4), Class A(2008-5), Class A(2008-6), Class A(2008-7), Class C(2008-4), Class A(2008-8), Class A(2008-9), Class B(2008-4), Class C(2008-5) and Class A(2008-10) Terms Documents, dated as of April 14, 2009 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on April 14, 2009, which is incorporated herein by reference).
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- 4.6.42 Omnibus Addendum to the Class B(2003-4), Class B(2004-1), Class B(2004-2), Class B(2005-1), Class B(2005-2), Class B(2005-3), Class B(2006-1), Class B(2006-2), Class B(2007-2), Class B(2007-3), Class B(2007-4), Class B(2008-1), Class B(2008-2), Class B(2009-1), Class B(2009-2) and Class B(2010-1) Terms Documents, dated as of March 31, 2010 (included in Exhibit 4.8 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 31, 2010, which is incorporated herein by reference).
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**AMENDED AND RESTATED BYLAWS  
OF  
FIA CARD SERVICES, NATIONAL ASSOCIATION**

**As Amended Effective as of August 22, 2013**

**ARTICLE I**

**SHAREHOLDERS**

**Section 1.1. Shareholders' Meetings.** The regular annual meeting of the shareholders of FIA Card Services, National Association (the "Association") for the election of directors and the transaction of whatever other business may properly come before the meeting shall be held at the main office of the Association or any other convenient place the Board of Directors may designate, on such date as may be designated by the Board of Directors, unless all actions required to be taken at such annual meeting are handled by consent pursuant to Section 1.2 below. Special meetings of the shareholders may be called by the Chairman of the Board, the Chief Executive Officer, the President, or the Secretary, and may be held at such time and place as set out in a notice of meeting.

**Section 1.2. Consent in Lieu of Meeting of Shareholders.** Except as otherwise required by applicable laws and regulations, any action that may be taken at the annual meeting or any special meeting of the shareholders may also be taken without a meeting if a written consent to the action is signed by all of the persons who would be entitled to vote thereon and is filed with the Secretary of the Association as part of the corporate records.

**ARTICLE II**

**DIRECTORS**

**Section 2.1. General Powers.** The Board of Directors shall oversee the business and affairs of the Association.

**Section 2.2. Number.** The Board of Directors shall consist of not less than five or more than eighteen directors, the exact number within such minimum and maximum limits to be determined from time to time by resolution of a majority of the Directors then in office or by resolution of the shareholders.

**Section 2.3. Qualifications.** Each director of the Association, unless otherwise permitted under the laws of the United States, must be a citizen of the United States during the director's entire term of service. Each director must own, in the director's own right and throughout the term of office, capital stock in the Association or in a company that has control of the Association, in such amounts as required by applicable statute or regulation.

**Section 2.4. Nominations.** Nominations for election to the Board of Directors may be made by the Board of Directors or by any shareholder of any outstanding class of capital stock of the Association entitled to vote for the election of directors.

**Section 2.5. Oath and Tenure.** Each director of the Association must take the oath of such office in the form prescribed by the Comptroller of the Currency, when initially appointed or elected as a director. No person elected or appointed a director of the Association shall exercise the functions of such office until that person has taken such oath. Each director of the Association shall hold office until his or her successor is elected and qualified or until his or her earlier death, resignation, disqualification or removal. Any director may be removed at any time with or without cause by the affirmative vote of the holders of a majority of the voting power of the outstanding Shares then entitled to vote at an election of directors.

**Section 2.6. Regular Meetings.** As soon after each annual election by the shareholders as practicable, the directors shall meet for the purposes of taking their oath of office, organizing the new Board of Directors and transacting such other business as may come before the meeting. The Board of Directors may hold regular meetings at such time and place as the Board may from time to time determine. Regular meetings may be held without notice.

**Section 2.7. Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman of the Board, the Chief Executive Officer, or the President or by the Secretary acting upon instructions from the Chairman of the Board, Chief Executive Officer or the President, or upon the call of any three (3) or more directors. Unless waived, each member of the Board of Directors shall be given notice in person; by telephone, facsimile or other electronic transmission; or by overnight delivery, stating the time and place of each special meeting.

**Section 2.8. Quorum.** A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. If at the time fixed for the meeting, including the meeting to organize the new Board of Directors following the annual meeting of shareholders, a quorum is not present, the directors in attendance may adjourn the meeting from time to time until a quorum is obtained. Except as otherwise provided in these Bylaws or by applicable law, a majority of those directors present and voting at any meeting of the Board of Directors at which a quorum is present shall decide each matter considered.

**Section 2.9. Vacancies.** Any vacancy occurring on the Board of Directors, including a vacancy resulting from an increase in the number of directors, may be filled by action of the sole shareholder or by the affirmative vote of a majority of the remaining directors.

**Section 2.10. Consent in Lieu of Meeting of Directors.** Except as otherwise required by applicable laws and regulations or these Bylaws, any action that may be taken at a meeting of the Board of Directors may also be taken without a meeting if the action is taken by all members of the Board of Directors. The actions must be evidenced by one or more consents in writing or by electronic transmission describing the action taken, which consent or consents shall be included in the minutes or filed with the records of the Board.

## ARTICLE III

### COMMITTEES OF THE BOARD

**Section 3.1. Committees.** The Board of Directors may from time to time create or eliminate one or more other committees, including but not limited to an Audit committee, and appoint members of the Board of Directors of Bank of America Corporation, the parent company of the Association, to serve on them. Each committee must have one or more members, and the members shall serve at the pleasure of the Board of Directors, and the Board of Directors shall periodically approve a charter describing the duties of each committee. In accordance with Section 5.7, the provisions of the General Corporation Law of the State of Delaware, as the same now exists or may hereafter be amended (the "DGCL"), and these Bylaws that govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors, shall apply to committees and their members as well. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors, subject to the DGCL and applicable law. Nothing contained in this Section shall preclude the Board of Directors from establishing and appointing any committee, whether of directors or otherwise, not having or exercising the authority of the Board of Directors.

**Section 3.2. Notice.** Unless a committee shall provide otherwise, it shall not be necessary to give notice of any of its regular meetings. Special meetings may be held on call of the Chairman of the Board, the President, or the chairman of the committee in such manner as provided in these Bylaws for calling special meetings of the Board of Directors.

**Section 3.3. Consent in Lieu of Meeting of Committees.** Except as otherwise required by applicable laws and regulations, any action that may be taken at a meeting of a committee of the Board of Directors may be also be taken without a meeting in accordance with the procedures applicable to actions taken by the full Board of Directors.

## ARTICLE IV

### OFFICERS AND EMPLOYEES

**Section 4.1. Number.** The officers of the Association may include a Chairman of the Board, a Chief Executive Officer, a President, one or more Vice Chairmen, one or more Division Presidents, one or more Managing Directors, one or more Principals, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as the Board of Directors may elect, or provide for the appointment of, in order to conduct the business and affairs of the Association.

**Section 4.2. Election of Officers.** Officers of the Association may be elected or appointed by the Board of Directors at the annual meeting of the shareholders or at such other times as may be appropriate by or under authority of the Board of Directors. Once elected, each officer shall hold office until his or her death, resignation, retirement, removal or disqualification or until such officer's successor is elected and qualified. All officers shall serve at the pleasure of

the Board of Directors, and the Board of Directors may remove any officer at any time with or without cause.

**Section 4.3. Chairman of the Board.** The Board of Directors shall designate one of its members to be Chairman of the Board. Such person shall supervise the carrying out of the policies adopted or approved by the Board of Directors and shall have general executive powers, as well as the specific powers conferred by these Bylaws, and shall perform such other duties as may be conferred or assigned by the Board of Directors. The Chairman of the Board shall preside at meetings of the Board of Directors.

**Section 4.4. Chief Executive Officer.** The Chief Executive Officer, who shall be a member of the Board of Directors, shall be the primary executive officer of the Association and shall have general executive powers and may exercise those powers and carry out the duties of the office of the Chief Executive Officer to the full extent permitted by law. In the absence of the Chairman of the Board, the Chief Executive Officer shall preside at meetings of the Board of Directors.

**Section 4.5. President.** The President, who shall be a member of the Board of Directors, shall have general executive powers and shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice to the office of President, or imposed by these Bylaws. The President shall also have and may exercise such further powers and duties as from time to time may be conferred or assigned by the Board of Directors. In the absence of the Chairman of the Board and the Chief Executive Officer, the President shall preside at meetings of the Board of Directors.

**Section 4.6. Vice Chairmen and Division Presidents.** The Board of Directors may appoint one or more Vice Chairmen and one or more Presidents of divisions of the Association. Each Vice Chairman and each Division President shall have such duties and authorities as may be prescribed by the Board of Directors or by the officer to whom such Vice Chairman or Division President reports.

**Section 4.7. Managing Directors, Principals, Vice Presidents and Officers.** The Board of Directors may appoint one or more Managing Directors, one or more Principals, and one or more Vice Presidents. Categories of Vice Presidents may include, but are not limited to, Group Executive Vice Presidents, Executive Vice Presidents, Senior Vice Presidents, and Assistant Vice Presidents. Categories of Managing Directors may include, but not limited to the officer title of Director. The Board of Directors may also create categories of Principals and Officers. Each Managing Director, each Principal, each Vice President and each Officer shall have such duties and authorities as may be prescribed by the Board of Directors or by the officer to whom such Managing Director, Principal, Vice President or Officer reports.

**Section 4.8. Secretary.** The Secretary of the Association shall be Secretary of the Board of Directors and shall be responsible for the minute books of the Association. The Secretary shall be custodian of the corporate seal, records, documents and papers of the Association; shall provide for the keeping of reports of the Board of Directors and committees of the Association;



may exercise any and all other powers and duties pertaining by law, regulation or practice to the office of Secretary or imposed by these Bylaws; and shall also perform such other duties as may conferred or assigned from time to time by the Board of Directors. The duties of the Secretary may be performed by any Assistant Secretary.

**Section 4.9. Treasurer.** The Treasurer shall have charge and custody of all funds and securities of the Association, and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the Chief Executive Officer, the Board of Directors or a committee created by the Board of Directors.

**Section 4.10. Assistant Secretaries and Deputy Treasurers.** Assistant Secretaries and Deputy Treasurers, if any, shall, in the event of the death of or the inability or refusal to act by the Secretary or the Treasurer, respectively, have all the powers and perform all of the duties of those offices, and they shall, in general, perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the Chief Executive Officer or the Board of Directors.

**Section 4.11 Other Officers.** Each other officer of the Association shall have such powers and duties as may be conferred or assigned from time to time by the Board of Directors, the Chairman of the Board, the Chief Executive Officer, or the President, or officers authorized by any one of them. Officers may hold more than one officer position at any given time as permitted by law.

**Section 4.12. Salaries.** The salaries of the officers shall be fixed from time to time by the Board of Directors or under delegated authority of the Board, and no officer shall be prevented from receiving such salary by reason of the fact that the officer is also a director of the Association.

**Section 4.13. Employees Other Than Officers.** The Board of Directors may delegate others to appoint agents and employees other than officers, define their duties, fix their compensation and dismiss them.

## **ARTICLE V**

### **MISCELLANEOUS PROVISIONS**

**Section 5.1. Fiscal Year.** The fiscal year of the Association shall be the calendar year.

**Section 5.2. Execution of Instruments.** All indentures, mortgages, deeds, conveyances, contracts, notes, loan documents, letters of credit, master agreements, swap agreements, guarantees, discharges, releases, satisfactions, settlements, affidavits, bonds, undertakings, powers of attorney, and other instruments or contracts may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Association by the Chairman of the Board, the Chief Executive Officer, the President, any Vice Chairman of the Board, any Division President, any Managing Director, any Director (as described in Section 4.7 of these

Bylaws), any Principal, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Officer, or any individual who is listed on the Association's personnel records in a position equal to any of the aforementioned officer positions, or such other officers, employees or agents as the Board of Directors, the Chief Executive Officer or any officer reporting directly to the Chief Executive Officer may direct in a written delegation kept in the minute book of the Association. The provisions of this Section 5.2 are supplementary to any other provision of these Bylaws and shall not be construed to authorize execution of instruments otherwise dictated by law.

**Section 5.3. Shares of Other Corporations.** The Chairman of the Board, the Chief Executive Officer, the President, any Vice Chairman, any Division President, the Secretary, or such other officers, employees or agents as the Board of Directors or such designated officers may direct, are authorized to vote, represent and exercise on behalf of the Association all rights incident to any and all shares of stock or other ownership interests in any other corporations, associations, limited liability companies, partnerships, or other entities standing in the name of the Association. The authority herein granted to vote or represent on behalf of the Association any and all ownership interests held by the Association may be exercised either by the individuals in person or by any duly executed proxy or power of attorney.

**Section 5.4. Electronic Meetings.** Subject to the provisions required or permitted by these Bylaws or the Articles of Association of the Association for notice of meetings, members of the Board of Directors, or members of any committee designated by such Board, may participate in and hold a meeting of such Board of Directors, or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear or otherwise communicate with each other. The Board of Directors, in its sole discretion, may determine that the meetings of the shareholders shall be held by remote communication in accordance with the provisions of the DGCL Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**Section 5.5. Waiver of Notice.** Unless otherwise provided by the laws of the United States, any meeting of the shareholders, Board of Directors, or any committee designated by the Board of Directors may be held at any time and without notice if the shareholders, directors, or committee members shall waive notice of the time and place of any such meeting. Attendance at a meeting shall constitute a waiver of notice, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**Section 5.6. Seal and Attestation.** Any officer of the Association is empowered to affix the corporate seal on all documents, and may attest the signature of any person executing an instrument on behalf of the Association. In the execution on behalf of the Association of any instrument, document, writing, notice or paper, it shall not be necessary to affix the corporate seal of the Association thereon, and any such instrument, document, writing, notice or paper when

executed without the seal shall be of the same force and effect and as binding on the Association as if the corporate seal had been affixed thereon in each instance.

**Section 5.7. Governing Law.** To the extent not inconsistent with applicable Federal banking statutes and regulations, or bank safety and soundness, the Association shall follow the DGCL for its corporate governance procedures.

## **ARTICLE VI**

### **BYLAWS**

**Section 6.1. Inspection.** A copy of the Bylaws, with all amendments thereto, shall at all times be kept in a convenient place at the main office of the Association and shall be open for inspection during bank hours to its sole shareholder.

**Section 6.2. Amendments.** These Bylaws may be amended upon vote of a majority of the Directors then in office at any meeting of the Board or by vote of the Association's sole shareholder. No amendment may be made unless the Bylaws, as amended, are consistent with the requirement of the laws of the United States and of the Articles of Association of the Association.

## **ARTICLE VII**

### **CAPITAL STOCK**

**Section 7.1. Shares.** Shares of stock of the Association may but need not be represented by certificates. When shares are represented by certificates, the certificates shall be signed by, or shall bear the facsimile signature of, the Chairman of the Board or the President, and the Secretary or an Assistant Secretary of the Association.

**Section 7.2. Transfers.** The Association shall keep a set of records containing the number and class or series of shares held by its sole shareholder.

Adopted June 10, 2006

Amended December 8, 2009

Amended August 22, 2013

**Certification**

I, Michelle D. Dumont, certify that:

1. I have reviewed this report on Form 10-K and all reports on Form 10-D required to be filed in respect of the period covered by this report on Form 10-K of BA Credit Card Trust (the "Exchange Act periodic reports");
2. Based on my knowledge, the Exchange Act periodic reports, taken as a whole, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, all of the distribution, servicing and other information required to be provided under Form 10-D for the period covered by this report is included in the Exchange Act periodic reports;
4. I am responsible for reviewing the activities performed by the servicer and based on my knowledge and the compliance review conducted in preparing the servicer compliance statement required in this report under Item 1123 of Regulation AB, and except as disclosed in the Exchange Act periodic reports, the servicer has fulfilled its obligations under the servicing agreement in all material respects; and
5. All of the reports on assessment of compliance with servicing criteria for asset-backed securities and their related attestation reports on assessment of compliance with servicing criteria for asset-backed securities required to be included in this report in accordance with Item 1122 of Regulation AB and Exchange Act Rules 13a-18 and 15d-18 have been included as an exhibit to this report, except as otherwise disclosed in this report. Any material instances of noncompliance described in such reports have been disclosed in this report on Form 10-K.

In giving the certifications above, I have reasonably relied on information provided to me by the following unaffiliated parties: The Bank of New York Mellon.

Date: September 30, 2013

By: /s/ Michelle D. Dumont  
Name: Michelle D. Dumont  
Title: Senior Vice President

(senior officer in charge of the servicing function)

## Certification Regarding Compliance with Applicable Servicing Criteria

1. FIA Card Services, National Association (“the Asserting Party”), for itself and on behalf of its affiliated servicing participants, is responsible for assessing compliance as of June 30, 2013 and for the period from July 1, 2012 through June 30, 2013 (the “Reporting Period”), with the servicing criteria applicable to the Asserting Party under paragraph (d) of Item 1122 of Regulation AB, as set forth in Appendix A hereto (such servicing criteria, excluding the criteria listed in the column titled “Inapplicable Servicing Criteria” on Appendix A hereto, the “Applicable Servicing Criteria”). The transactions covered by this report include all asset-backed securities transactions backed by credit card receivables issued by the BA Credit Card Trust on or before June 30, 2013, for which transactions the Asserting Party acted as servicer, that were registered with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, where the related asset-backed securities were outstanding during the Reporting Period (the “Platform”), as listed in Appendix B hereto;
2. The Asserting Party has engaged one vendor (the “Vendor”), who is not considered a “servicer” as defined in Item 1101(j) of Regulation AB, to perform specific, limited or scripted activities, and the Asserting Party elects to take responsibility for assessing compliance with the servicing criteria or portion of the servicing criteria applicable to such Vendor’s activities as set forth in Appendix A hereto. The Asserting Party has policies and procedures in place designed to provide reasonable assurance that the Vendor’s activities comply in all material respects with the servicing criteria applicable to such Vendor;
3. Except as set forth in paragraph 4 below, the Asserting Party used the criteria set forth in paragraph (d) of Item 1122 of Regulation AB to assess the compliance by the Asserting Party with the Applicable Servicing Criteria as of June 30, 2013 and for the Reporting Period with respect to the Platform taken as a whole;
4. The criteria listed in the column titled “Inapplicable Servicing Criteria” on Appendix A hereto are inapplicable to the Asserting Party based on the activities it performs with respect to the Platform;
5. Except as identified in Appendix C hereto the Asserting Party has complied, in all material respects, with the Applicable Servicing Criteria as of June 30, 2013 and for the Reporting Period with respect to the Platform taken as a whole;
6. The Asserting Party has not identified and is not aware of any material instance of noncompliance by the Vendor with the Applicable Servicing Criteria as of June 30, 2013 and for the Reporting Period with respect to the Platform taken as a whole;
7. The Asserting Party has not identified any material deficiency in its policies and procedures to monitor the compliance by the Vendor with the Applicable Servicing Criteria as of June 30, 2013 and for the Reporting Period with respect to the Platform taken as a whole; and
8. PricewaterhouseCoopers LLP, an independent registered public accounting firm, has issued an attestation report for the Platform on the Asserting Party’s assessment of compliance with the Applicable Servicing Criteria as of June 30, 2013 and for the Reporting Period.

September 27, 2013

FIA Card Services, National Association

By: /s/ Michelle D. Dumont  
Michelle D. Dumont  
Senior Vice President

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APPENDIX A

SERVICING CRITERIA		APPLICABLE SERVICING CRITERIA		INAPPLICABLE SERVICING CRITERIA
Reference	Criteria	Performed Directly by Asserting Party	Performed by Vendor(s) for which Asserting Party is the Responsible Party	
<b>General Servicing Considerations</b>				
1122(d)(1)(i)	Policies and procedures are instituted to monitor any performance or other triggers and events of default in accordance with the transaction agreements.	X		
1122(d)(1)(ii)	If any material servicing activities are outsourced to third parties, policies and procedures are instituted to monitor the third party's performance and compliance with such servicing activities.	X		
1122(d)(1)(iii)	Any requirements in the transaction agreements to maintain a back-up servicer for the pool assets are maintained.			X
1122(d)(1)(iv)	A fidelity bond and errors and omissions policy is in effect on the party participating in the servicing function throughout the reporting period in the amount of coverage required by and otherwise in accordance with the terms of the transaction agreements.	X		
<b>Cash Collection and Administration</b>				
1122(d)(2)(i)	Payments on pool assets are deposited into the appropriate custodial bank accounts and related bank clearing accounts no more than two business days following receipt, or such other number of days specified in the transaction agreements.	X <sup>1&amp;2</sup>	X <sup>1</sup>	
1122(d)(2)(ii)	Disbursements made via wire transfer on behalf of an obligor or to an investor are made only by authorized personnel.			X
1122(d)(2)(iii)	Advances of funds or guarantees regarding collections, cash flows or distributions, and any interest or other fees charged for such advances, are made, reviewed and approved as specified in the transaction agreements.			X
1122(d)(2)(iv)	The related accounts for the transaction, such as cash reserve accounts or accounts established as a form of overcollateralization, are separately maintained (e.g., with respect to commingling of cash) as set forth in the transaction agreements.	X		
1122(d)(2)(v)	Each custodial account is maintained at a federally insured depository institution as set forth in the transaction agreements. For purposes of this criterion, "federally insured depository institution" with respect to a foreign financial institution means a foreign financial institution that meets the requirements of Rule 13k-1(b)(1) of the Securities Exchange Act.	X		
1122(d)(2)(vi)	Unissued checks are safeguarded so as to prevent unauthorized access.			X

SERVICING CRITERIA		APPLICABLE SERVICING CRITERIA		INAPPLICABLE SERVICING CRITERIA
Reference	Criteria	Performed Directly by Asserting Party	Performed by Vendor(s) for which Asserting Party is the Responsible Party	
1122(d)(2)(vii)	Reconciliations are prepared on a monthly basis for all asset-backed securities related bank accounts, including custodial accounts and related bank clearing accounts. These reconciliations are (A) mathematically accurate; (B) prepared within 30 calendar days after the bank statement cutoff date, or such other number of days specified in the transaction agreements; (C) reviewed and approved by someone other than the person who prepared the reconciliation; and (D) contain explanations for reconciling items. These reconciling items are resolved within 90 calendar days of their original identification, or such other number of days specified in the transaction agreements.	X		
<b>Investor Remittances and Reporting</b>				
1122(d)(3)(i)	Reports to investors, including those to be filed with the Commission, are maintained in accordance with the transaction agreements and applicable Commission requirements. Specifically, such reports (A) are prepared in accordance with timeframes and other terms set forth in the transaction agreements; (B) provide information calculated in accordance with the terms specified in the transaction agreements; (C) are filed with the Commission as required by its rules and regulations; and (D) agree with investors' or the trustee's records as to the total unpaid principal balance and number of pool assets serviced by the Servicer.	X <sup>2</sup>		
1122(d)(3)(ii)	Amounts due to investors are allocated and remitted in accordance with timeframes, distribution priority and other terms set forth in the transaction agreements.	X <sup>2</sup>		
1122(d)(3)(iii)	Disbursements made to an investor are posted within two business days to the Servicer's investor records, or such other number of days specified in the transaction agreements.			X
1122(d)(3)(iv)	Amounts remitted to investors per the investor reports agree with cancelled checks, or other form of payment, or custodial bank statements.			X
<b>Pool Asset Administration</b>				
1122(d)(4)(i)	Collateral or security on pool assets is maintained as required by the transaction agreements or related pool asset documents.			X
1122(d)(4)(ii)	Pool assets and related documents are safeguarded as required by the transaction agreements.	X		
1122(d)(4)(iii)	Any additions, removals or substitutions to the asset pool are made, reviewed and approved in accordance with any conditions or requirements in the transaction agreements.	X		
1122(d)(4)(iv)	Payments on pool assets, including any payoffs, made in accordance with the related pool asset documents are posted to the Servicer's obligor records maintained no more than two business days after receipt, or such other number of days specified in the transaction agreements, and allocated to principal, interest or other items (e.g., escrow) in accordance with the related pool asset documents.	X		
1122(d)(4)(v)	The Servicer's records regarding the pool assets agree with the Servicer's records with respect to an obligor's unpaid principal balance.	X		

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SERVICING CRITERIA		APPLICABLE SERVICING CRITERIA		INAPPLICABLE SERVICING CRITERIA
Reference	Criteria	Performed Directly by Asserting Party	Performed by Vendor(s) for which Asserting Party is the Responsible Party	
1122(d)(4)(vi)	Changes with respect to the terms or status of an obligor's pool assets (e.g., loan modifications or re-agings) are made, reviewed and approved by authorized personnel in accordance with the transaction agreements and related pool asset documents.	X		
1122(d)(4)(vii)	Loss mitigation or recovery actions (e.g., forbearance plans, modifications and deeds in lieu of foreclosure, foreclosures and repossessions, as applicable) are initiated, conducted and concluded in accordance with the timeframes or other requirements established by the transaction agreements.	X		
1122(d)(4)(viii)	Records documenting collection efforts are maintained during the period a pool asset is delinquent in accordance with the transaction agreements. Such records are maintained on at least a monthly basis, or such other period specified in the transaction agreements, and describe the entity's activities in monitoring delinquent pool assets including, for example, phone calls, letters and payment rescheduling plans in cases where delinquency is deemed temporary (e.g., illness or unemployment).	X		
1122(d)(4)(ix)	Adjustments to interest rates or rates of return for pool assets with variable rates are computed based on the related pool asset documents.	X		
1122(d)(4)(x)	Regarding any funds held in trust for an obligor (such as escrow accounts): (A) such funds are analyzed, in accordance with the obligor's pool asset documents, on at least an annual basis, or such other period specified in the transaction agreements; (B) interest on such funds is paid, or credited, to obligors in accordance with applicable pool asset documents and state laws; and (C) such funds are returned to the obligor within 30 calendar days of full repayment of the related pool asset, or such other number of days specified in the transaction agreements.			X
1122(d)(4)(xi)	Payments made on behalf of an obligor (such as tax or insurance payments) are made on or before the related penalty or expiration dates, as indicated on the appropriate bills or notices for such payments, provided that such support has been received by the Servicer at least 30 calendar days prior to these dates, or such other number of days specified in the transaction agreements.			X
1122(d)(4)(xii)	Any late payment penalties in connection with any payment to be made on behalf of an obligor are paid from the Servicer's funds and not charged to the obligor, unless the late payment was due to the obligor's error or omission.			X
1122(d)(4)(xiii)	Disbursements made on behalf of an obligor are posted within two business days to the obligor's records maintained by the Servicer, or such other number of days specified in the transaction agreements.			X
1122(d)(4)(xiv)	Delinquencies, charge-offs and uncollectible accounts are recognized and recorded in accordance with the transaction agreements.	X		
1122(d)(4)(xv)	Any external enhancement or other support, identified in Item 1114(a)(1) through (3) or Item 1115 of Regulation AB, is maintained as set forth in the transaction agreements.	X		

<sup>1</sup> FIA Card Services, National Association is responsible for the processing of collections received with respect to the credit card receivables held by BA Master Credit Card Trust II.

- FIA has engaged one vendor – FiServ Solutions Inc. – that performed specific and limited payment processing activities addressed by criterion 1122(d)(2)(i) during the twelve-month period ended June 30, 2013.

<sup>2</sup> FIA Card Services, National Association currently utilizes two payment prioritization methodologies when servicing credit card accounts -- the cardholder cycle payment methodology (utilized for customer calculations such as balance subject to finance charge, finance charges billed, and statement balance reporting functions) and the daily trust payment methodology (utilized for reporting on the assets in the BA Master Credit Card Trust II portfolio). The two methodologies agree on the total outstanding balance for each credit card account, but they vary with respect to the component principal receivable and finance charge receivable balances, primarily due to differences in the payment priorities applied to collections under each of the two methodologies. Please refer to “*Variances in Trust Reporting Compared with Cardholder Reporting*” in the endnotes to Exhibit 99.1 in the registrant’s distribution report on Form 10-D, filed with the SEC on September 16, 2013, for a description of the two payment prioritization methodologies utilized by FIA and their differences.

FIA does not consider differences in the payment priorities applied to collections under each of the two methodologies, or the resulting variance in the component principal receivable and finance charge receivable balances, to give rise to instances of non-compliance with respect to --

- criterion 1122(d)(2)(i), so long as those collections are applied correctly under the daily trust payment methodology and are otherwise deposited into the appropriate custodial bank accounts and related bank clearing accounts within the timeframes specified in the transaction agreements;
  - criterion 1122(d)(3)(i)(B), so long as those collections are applied correctly under the daily trust payment methodology and information provided in reports to investors is otherwise calculated in accordance with the terms specified in the transaction agreements; and
  - criterion 1122(d)(3)(ii), so long as those collections are applied correctly under the daily trust payment methodology and amounts due to investors are otherwise allocated and remitted in accordance with timeframes, distribution priorities and other terms set forth in the transaction agreements.
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## Appendix B

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### BA Credit Card Trust

BAseries Class C(2002-6)

BAseries Class C(2002-7)

BAseries Class A(2003-10)

BAseries Class C(2003-7)

BAseries Class A(2004-3)

BAseries Class B(2004-1)

BAseries Class C(2004-2)

BAseries Class A(2005-10)

BAseries Class C(2006-1)

BAseries Class B(2006-1)

BAseries Class A(2006-2)

BAseries Class A(2006-5)

BAseries Class A(2006-7)

BAseries Class A(2006-8)

BAseries Class C (2006-5)

BAseries Class A (2006-11)

BAseries Class A(2006-13)

BAseries Class A(2006-14)

BAseries Class A(2007-1)

BAseries Class B(2007-2)

BAseries Class A(2007-3)

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**BA Credit Card Trust**

BAseries Class A(2007-4)

BAseries Class B(2007-3)

BAseries Class A(2007-6)

BAseries Class A(2007-10)

BAseries Class A(2007-11)

BAseries Class A(2007-14)

BAseries Class A(2007-15)

BAseries Class B(2008-1)

BAseries Class A(2008-2)

BAseries Class A(2008-4)

BAseries Class A(2008-6)

BAseries Class A (2008-7)

BAseries Class A (2008-8)

BAseries Class A (2008-10)

BAseries Class C (2008-5)

BAseries Class A (2010-1)

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## Appendix C

### Material Instance of Non-Compliance

*1122(d)(4)(v): The servicer's records regarding the pool assets agree with the servicer's records with respect to an obligor's unpaid principal balance.*

FIA currently utilizes two payment prioritization methodologies when servicing credit card accounts. The cardholder cycle payment methodology is utilized for customer calculations such as balance subject to finance charge, finance charges billed, and statement balance reporting functions. The daily trust payment methodology is utilized for reporting on the assets in the BA Master Credit Card Trust II portfolio. FIA believes that these two methodologies have been utilized since approximately 1996. Our previously issued Certification Regarding Compliance with Applicable Servicing Criteria did not address this as a material instance of non-compliance.

The two current methodologies agree on the total outstanding balance for each credit card account, but they vary with respect to the component principal receivable and finance charge receivable balances. This variance is primarily due to differences in the payment priorities applied to collections under each of the two methodologies. Please refer to *"Variances in Trust Reporting Compared with Cardholder Reporting"* in the endnotes to Exhibit 99.1 in the registrant's distribution report on Form 10-D, filed with the SEC on September 16, 2013, for a description of the two payment prioritization methodologies utilized by FIA, their differences, and the resulting variance as of the end of the August 2013 Monthly Period.

FIA has begun to implement a systems initiative that will consolidate these methodologies into a single payment prioritization methodology. Upon completion of this initiative, currently expected in mid-2014, this consolidated methodology will prioritize payments to balances similar to the cardholder methodology but will do so on a daily basis similar to the trust methodology.



ASSERTION OF COMPLIANCE WITH  
APPLICABLE SERVICING CRITERIA

The Bank of New York Mellon (formerly The Bank of New York), BNY Mellon Trust of Delaware (formerly BNYM (Delaware)) and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A.), (collectively, the “Company”) provides this platform-level assessment of compliance with the servicing criteria specified in Item 1122(d) of Regulation AB promulgated by the Securities and Exchange Commission. Management has determined that the servicing criteria are applicable in regard to the servicing platform as of and for the period as follows:

Platform: Publicly-issued (i.e., transaction-level reporting initially required under the Securities Exchange Act of 1934, as amended) asset-backed securities issued on or after January 1, 2006 and like-kind transactions issued prior to January 1, 2006 that are subject to Regulation AB for which the Company provides trustee, securities administration or paying agent services, as defined and to the extent applicable in the transaction agreements, other than residential mortgage-backed securities and other mortgage-related asset-backed securities.

Period: Twelve months ended June 30, 2013 (the “Period”).

Applicable Servicing Criteria: All servicing criteria set forth in Item 1122(d), to the extent required by the related transaction agreements as to any transaction, except as set forth in the column titled “Not Applicable To Platform” in Appendix 1 attached hereto.

With respect to applicable servicing criteria 1122(d)(2)(iii) and 1122(d)(4)(vii), there were no activities performed during the Period with respect to the Platform, because there were no occurrences of events that would require the Company to perform such activities.

With respect to servicing criterion 1122(d)(2)(vi) management has engaged a vendor to perform the activities required by the servicing criterion. Management has determined that this vendor is not considered a “servicer” as defined in Item 1101(j) of Regulation AB, and management has elected to take responsibility for assessing compliance with the servicing criterion applicable to this vendor as permitted by Interpretation 17.06 of the SEC Division of Corporation Finance Manual of Publicly Available Telephone Interpretations (“Interpretation 17.06”). Management has policies and procedures in place designed to provide reasonable assurance that the vendor’s activities comply in all material respects with the servicing criterion applicable to the vendor. Management is solely responsible for determining that it meets the SEC requirements to apply Interpretation 17.06 for the vendor and related criterion.

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With respect to the Platform and the Period, the Company provides the following assessment of compliance in respect of the Applicable Servicing Criteria:

1. The Company is responsible for assessing its compliance with the Applicable Servicing Criteria.
2. The Company has assessed compliance with the Applicable Servicing Criteria including the servicing criterion for which compliance is determined based on Interpretation 17.06 as described above. In performing this assessment, management used the criteria set forth by the Securities and Exchange Commission in paragraph (d) of Item 1122 of Regulation AB.
3. Based on such assessment, as of and for the Period, the Company has complied, in all material respects, with the Applicable Servicing Criteria other than as identified on Schedule A attached.
4. Schedule B attached includes Management's discussion of the material instances of noncompliance noted in Schedule A, including remediation efforts taken by the Company.

KPMG LLP, an independent registered public accounting firm, has issued an attestation report with respect to the Company's compliance with the Applicable Servicing Criteria as of and for the Period.

The Bank of New York Mellon

BNY Mellon Trust of Delaware

/s/ Richard P. Stanley  
Richard P. Stanley  
Authorized Signatory

/s/ Robert L. Griffin  
Robert L. Griffin  
Authorized Signatory

The Bank of New York Mellon Trust  
Company, N.A.

/s/ Troy L. Kilpatrick  
Troy L. Kilpatrick  
Authorized Signatory

Dated: August 15, 2013



Schedule A

**Material Instances of Noncompliance by the Company**

Management's assessment of compliance with the Applicable Servicing Criteria set forth by the Securities and Exchange Commission in paragraph (d) of Item 1122 of Regulation AB as of June 30, 2013 and for the Period, disclosed that material instances of noncompliance occurred with respect to the servicing criteria set forth in Items 1122(d)(3)(i)(A), 1122(d)(3)(i)(B) and 1122(d)(3)(ii), as follows:

- With respect to servicing criterion 1122(d)(3)(i)(A), certain reports to investors were not prepared in accordance with the timeframes and other terms set forth in the related transaction agreements.
- With respect to servicing criterion 1122(d)(3)(i)(B), certain reports to investors contained information that was not calculated in accordance with the terms specified in the related transaction agreements.
- With respect to servicing criterion 1122(d)(3)(ii), certain distributions to investors were not allocated and remitted in accordance with distribution priority and other terms set forth in the transaction agreements.

Schedule B

Management's Discussion on Material Instances of Noncompliance by the Company

1122(d)(3)(i): *Reports to investors, including those to be filed with the Commission, are maintained in accordance with the transaction agreements and applicable Commission requirements. Specifically, such reports:*

*(A) Are prepared in accordance with timeframes and other terms set forth in the transaction agreements.*

**Noncompliance:**

During the reporting period, certain reports to investors were not prepared in accordance with the timeframes and other terms set forth in the related transaction agreements.

**Remediation:**

When management became aware of such instances, controls designed to prevent such occurrences in the future were implemented. In addition, the applicable reports have been prepared and distributed to investors.

*(B) Provide information calculated in accordance with the terms specified in the transaction agreements.*

**Noncompliance:**

During the Period, for the manufactured housing transactions in the Platform, certain reports to investors contained information that was not calculated in accordance with the terms specified in the related transaction agreements.

**Remediation:**

These instances of noncompliance were because of errors in the related payment models and omissions in data provided by the servicer. When management became aware that changes to investor reports were necessary, after receipt of the omitted information from the related servicer, investors were informed of the errors and the applicable investor reports were revised to reflect payment adjustments made in December 2012. In addition, the related payment models were updated to ensure that future reports provide information calculated in accordance with the terms specified in the transaction agreements.

1122(d)(3)(ii): *Amounts due to investors are allocated and remitted in accordance with timeframes, distribution priority and other terms set forth in the transaction agreements.*

Noncompliance:

During the Period, for the manufactured housing transactions in the Platform, certain amounts due to the related investors were not allocated and remitted in accordance with the distribution priority and other terms set forth in the related transaction agreements.

Remediation:

These instances of noncompliance were because of errors in the related payment models and omissions in data provided by the servicer. When management became aware that changes to investor payments and reports were necessary, after receipt of the omitted information from the related servicer, in December 2012, the applicable payments were adjusted related to the affected payment dates and revisions to the payment models were made to ensure that future payments will be allocated and remitted in accordance with the distribution priority and other terms set forth in the transaction agreements.

## Appendix 1

REG AB REFERENCE	SERVICING CRITERIA	APPLICABLE TO PLATFORM		NOT APPLICABLE TO PLATFORM
		Performed Directly by the Company	Performed by Vendor(s) for which the Company is the Responsible Party	

**General servicing considerations**

1122(d)(1)(i)	Policies and procedures are instituted to monitor any performance or other triggers and events of default in accordance with the transaction agreements.	X		
1122(d)(1)(ii)	If any material servicing activities are outsourced to third parties, policies and procedures are instituted to monitor the third party's performance and compliance with such servicing activities.	X		
1122(d)(1)(iii)	Any requirements in the transaction agreements to maintain a back-up servicer for the pool assets are maintained.			X
1122(d)(1)(iv)	A fidelity bond and errors and omissions policy is in effect on the party participating in the servicing function throughout the reporting period in the amount of coverage required by and otherwise in accordance with the terms of the transaction agreements.			X

**Cash collection and administration**

1122(d)(2)(i)	Payments on pool assets are deposited into the appropriate custodial bank accounts and related bank clearing accounts no more than two business days of receipt, or such other number of days specified in the transaction agreements.	X		
1122(d)(2)(ii)	Disbursements made via wire transfer on behalf of an obligor or to an investor are made only by authorized personnel.	X		
1122(d)(2)(iii)	Advances of funds or guarantees regarding collections, cash flows or distributions, and any interest or other fees charged for such advances, are made, reviewed and approved as specified in the transaction agreements.	X		
1122(d)(2)(iv)	The related accounts for the transaction, such as cash reserve accounts or accounts established as a form of over collateralization, are separately maintained (e.g., with respect to commingling of cash) as set forth in the transaction agreements.	X		
1122(d)(2)(v)	Each custodial account is maintained at a federally insured depository institution as set forth in the transaction agreements. For purposes of this criterion, "federally insured depository institution" with respect to a foreign financial institution means a foreign financial institution that meets the requirements of Rule 240.13k-1(b)(1) of this chapter.	X		
1122(d)(2)(vi)	Unissued checks are safeguarded so as to prevent unauthorized access.		X	

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## Appendix 1

REG AB REFERENCE	SERVICING CRITERIA	APPLICABLE TO PLATFORM		NOT APPLICABLE TO PLATFORM
		Performed Directly by the Company	Performed by Vendor(s) for which the Company is the Responsible Party	
1122(d)(2)(vii)	Reconciliations are prepared on a monthly basis for all asset-backed securities related bank accounts, including custodial accounts and related bank clearing accounts. These reconciliations (A) Are mathematically accurate; (B) Are prepared within 30 calendar days after the bank statement cutoff date, or such other number of days specified in the transaction agreements; (C) Are reviewed and approved by someone other than the person who prepared the reconciliation; and (D) Contain explanations for reconciling items. These reconciling items are resolved within 90 calendar days of their original identification, or such other number of days specified in the transaction agreements.	X		

**Investor remittances and reporting**

1122(d)(3)(i)	Reports to investors, including those to be filed with the Commission, are maintained in accordance with the transaction agreements and applicable Commission requirements. Specifically, such reports (A) Are prepared in accordance with timeframes and other terms set forth in the transaction agreements; (B) Provide information calculated in accordance with the terms specified in the transaction agreements; (C) Are filed with the Commission as required by its rules and regulations; and (D) Agree with investors' or the trustee's records as to the total unpaid principal balance and number of pool assets serviced by the servicer.	X		
1122(d)(3)(ii)	Amounts due to investors are allocated and remitted in accordance with timeframes, distribution priority and other terms set forth in the transaction agreements.	X		
1122(d)(3)(iii)	Disbursements made to an investor are posted within two business days to the servicer's investor records, or such other number of days specified in the transaction agreements.	X		
1122(d)(3)(iv)	Amounts remitted to investors per the investor reports agree with cancelled checks, or other form of payment, or custodial bank statements.	X		

**Pool asset administration**

1122(d)(4)(i)	Collateral or security on pool assets is maintained as required by the transaction agreements or related pool asset documents.	X		
1122(d)(4)(ii)	Pool asset and related documents are safeguarded as required by the transaction agreements	X		
1122(d)(4)(iii)	Any additions, removals or substitutions to the asset pool are made, reviewed and approved in accordance with any conditions or requirements in the transaction agreements.	X		

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## Appendix 1

REG AB REFERENCE	SERVICING CRITERIA	APPLICABLE TO PLATFORM		NOT APPLICABLE TO PLATFORM
		Performed Directly by the Company	Performed by Vendor(s) for which the Company is the Responsible Party	
1122(d)(4)(iv)	Payments on pool assets, including any payoffs, made in accordance with the related pool asset documents are posted to the applicable servicer's obligor records maintained no more than two business days after receipt, or such other number of days specified in the transaction agreements, and allocated to principal, interest or other items (e.g., escrow) in accordance with the related pool asset documents.	X		
1122(d)(4)(v)	The servicer's records regarding the pool assets agree with the servicer's records with respect to an obligor's unpaid principal balance.	X		
1122(d)(4)(vi)	Changes with respect to the terms or status of an obligor's pool assets (e.g., loan modifications or re-agings) are made, reviewed and approved by authorized personnel in accordance with the transaction agreements and related pool asset documents.			X
1122(d)(4)(vii)	Loss mitigation or recovery actions (e.g., forbearance plans, modifications and deeds in lieu of foreclosure, foreclosures and repossessions, as applicable) are initiated, conducted and concluded in accordance with the timeframes or other requirements established by the transaction agreements.	X		
1122(d)(4)(viii)	Records documenting collection efforts are maintained during the period a pool asset is delinquent in accordance with the transaction agreements. Such records are maintained on at least a monthly basis, or such other period specified in the transaction agreements, and describe the entity's activities in monitoring delinquent pool assets including, for example, phone calls, letters and payment rescheduling plans in cases where delinquency is deemed temporary (e.g., illness or unemployment).			X
1122(d)(4)(ix)	Adjustments to interest rates or rates of return for pool assets with variable rates are computed based on the related pool asset documents.	X		
1122(d)(4)(x)	Regarding any funds held in trust for an obligor (such as escrow accounts): (A) Such funds are analyzed, in accordance with the obligor's pool asset documents, on at least an annual basis, or such other period specified in the transaction agreements; (B) Interest on such funds is paid, or credited, to obligors in accordance with applicable pool asset documents and state laws; and (C) Such funds are returned to the obligor within 30 calendar days of full repayment of the related pool asset, or such other number of days specified in the transaction agreements.			X



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## Appendix 1

REG AB REFERENCE	SERVICING CRITERIA	APPLICABLE TO PLATFORM		NOT APPLICABLE TO PLATFORM
		Performed Directly by the Company	Performed by Vendor(s) for which the Company is the Responsible Party	
1122(d)(4)(xi)	Payments made on behalf of an obligor (such as tax or insurance payments) are made on or before the related penalty or expiration dates, as indicated on the appropriate bills or notices for such payments, provided that such support has been received by the servicer at least 30 calendar days prior to these dates, or such other number of days specified in the transaction agreements.			X
1122(d)(4)(xii)	Any late payment penalties in connection with any payment to be made on behalf of an obligor are paid from the servicer's funds and not charged to the obligor, unless the late payment was due to the obligor's error or omission.			X
1122(d)(4)(xiii)	Disbursements made on behalf of an obligor are posted within two business days to the obligor's records maintained by the servicer, or such other number of days specified in the transaction agreements.			X
1122(d)(4)(xiv)	Delinquencies, charge-offs and uncollectible accounts are recognized and recorded in accordance with the transaction agreements.			X
1122(d)(4)(xv)	Any external enhancement or other support, identified in Item 1114(a)(1) through (3) or Item 1115 of this Regulation AB, is maintained as set forth in the transaction agreements.	X		

**Report of Independent Registered Public Accounting Firm**

To FIA Card Services, National Association:

We have examined FIA Card Services, National Association's (the "Company") compliance with the servicing criteria set forth in Item 1122(d) of the Securities and Exchange Commission's Regulation AB for the asset-backed securities transactions backed by credit card receivables issued by the BA Credit Card Trust on or before June 30, 2013, for which transactions the Company acted as servicer, that were registered with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, where the related asset-backed securities were outstanding during the period from July 1, 2012 to June 30, 2013 (the "Platform"), as of and for the year ended June 30, 2013, excluding criteria which the Company has determined are not applicable to the servicing activities performed by it with respect to the Platform, as indicated in Appendix A to the accompanying Certification Regarding Compliance with Applicable Servicing Criteria (the "Compliance Statement"). Appendix B to the Compliance Statement identifies the individual asset-backed transactions and securities defined by management as constituting the Platform. Management is responsible for the Company's compliance with the servicing criteria. Our responsibility is to express an opinion on the Company's compliance with the servicing criteria based on our examination.

Our examination was conducted in accordance with attestation standards of the Public Company Accounting Oversight Board (United States) and, accordingly, included examining, on a test basis, evidence about the Company's compliance with the applicable servicing criteria and performing such other procedures as we considered necessary in the circumstances. Our examination included testing of selected asset-backed transactions and securities that comprise the Platform, testing of selected servicing activities related to the Platform, and determining whether the Company processed those selected transactions and performed those selected activities in compliance with the applicable servicing criteria. Our procedures were limited to the selected transactions and servicing activities performed by the Company during the period covered by this report. Our procedures were not designed to detect noncompliance arising from errors that may have occurred prior to or subsequent to our tests that may have affected the balances or amounts calculated or reported by the Company during the period covered by this report. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Company's compliance with the servicing criteria.

We have been informed that, under the Company's interpretation of the specified requirements within the servicing agreements governing the BA Credit Card Trust, the Company allocates collections with respect to receivables for the purpose of investor and trust reporting among principal collections and finance charge collections using the Company's "Trust" method. By contrast, for the purpose of cardholder records, the Company utilized the "Cardholder" method. Except in relation to criterion 1122(d)(4)(v) as described in the following paragraph, the Company does not consider the use of two payment methodologies based on reporting type to be an instance of noncompliance. The Company's interpretation of the effects of the two methods on criteria 1122(d)(2)(i), 1122(d)(3)(i)(B) and 1122(d)(3)(ii) is disclosed within Appendix A to the Compliance Statement.

Our examination disclosed the following material noncompliance with the servicing criteria set forth in Item 1122(d) of Regulation AB applicable to the Company during the year ended June 30, 2013. Our previously issued reports did not address this criterion as a material instance of noncompliance with the servicing criteria set forth in Item 1122(d) of Regulation AB.

- 4(v): The servicer's records regarding the pool assets did not agree with the servicer's records with respect to an obligor's unpaid principal balance.

In our opinion, except for the material noncompliance described in the preceding paragraph, FIA Card Services, National Association complied with the aforementioned applicable servicing criteria as of and for the year ended June 30, 2013 for the Platform, in all material respects.

/s/ PricewaterhouseCoopers LLP

September 27, 2013

[Letterhead of KPMG LLP]

**Report of Independent Registered Public Accounting Firm**

The Board of Directors:

The Bank of New York Mellon

BNY Mellon Trust of Delaware

The Bank of New York Mellon Trust Company, N.A.:

We have examined the compliance of The Bank of New York Mellon (formerly The Bank of New York), BNY Mellon Trust of Delaware (formerly BNYM (Delaware) and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust, Company, N.A.), (collectively, the “Company”) with the servicing criteria set forth in Item 1122(d) of the Securities and Exchange Commission’s Regulation AB for the publicly-issued (i.e. transaction-level reporting initially required under the Securities and Exchange Act of 1934, as amended) asset-backed securities issued on or after January 1, 2006 and like-kind transactions issued prior to January 1, 2006 that are subject to Regulation AB for which the Company provides trustee, securities administration or paying agent services, as defined and to the extent applicable in the transaction agreements, other than residential mortgage-backed securities and other mortgage-related asset-backed securities (the Platform), except for servicing criteria 1122(d)(1)(iii), 1122(d)(1)(iv), 1122(d)(4)(vi), 1122(d)(4)(viii), 1122(d)(4)(x), 1122(d)(4)(xi), 1122(d)(4)(xii), 1122(d)(4)(xiii) and 1122(d)(4)(xiv), which the Company has determined are not applicable to the activities it performs with respect to the Platform, as of and for the twelve months ended June 30, 2013. With respect to applicable servicing criteria 1122(d)(2)(iii) and 1122(d)(4)(vii), the Company has determined that there were no activities performed during the twelve months ended June 30, 2013 with respect to the Platform, because there were no occurrences of events that would require the Company to perform such activities. Management is responsible for the Company’s compliance with the servicing criteria. Our responsibility is to express an opinion on the Company’s compliance based on our examination.

Our examination was conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States) and, accordingly, included examining, on a test basis, evidence about the Company’s compliance with the servicing criteria specified above and performing such other procedures as we considered necessary in the circumstances. Our examination included testing selected asset-backed transactions and securities that comprise the Platform, testing selected servicing activities related to the Platform, and determining whether the Company processed those selected transactions and performed those selected activities in compliance with the servicing criteria. Furthermore, our procedures were limited to the selected transactions and servicing activities performed by the Company during the period covered by this report. Our procedures were not designed to determine whether errors may have occurred either prior to or subsequent to our tests that may have affected the balances or amounts calculated or reported by the Company during the period covered by this report for the selected transactions or any other transactions. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Company’s compliance with the servicing criteria.

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As described in the Company's Assertion of Compliance with Applicable Servicing Criteria, for servicing criterion 1122(d)(2)(vi), the Company has engaged a vendor to perform the activities required by this servicing criterion. The Company has determined that this vendor is not considered a "servicer" as defined in Item 1101(j) of Regulation AB, and the Company has elected to take responsibility for assessing compliance with the servicing criterion applicable to this vendor as permitted by Interpretation 17.06 of the SEC Division of Corporation Finance Manual of Publicly Available Telephone Interpretations ("Interpretation 17.06"). As permitted by Interpretation 17.06, the Company has asserted that it has policies and procedures in place designed to provide reasonable assurance that the vendor's activities comply in all material respects with the servicing criterion applicable to the vendor. The Company is solely responsible for determining that it meets the SEC requirements to apply Interpretation 17.06 for the vendor and related criterion as described in its Assertion of Compliance with Applicable Servicing Criteria, and we performed no procedures with respect to the Company's eligibility to apply Interpretation 17.06.

Our examination disclosed the following material noncompliance with servicing criteria 1122(d)(3)(i)(A), 1122(d)(3)(i)(B) and 1122(d)(3)(ii), as applicable to the Company during the twelve months ended June 30, 2013 as follows:

- With respect to servicing criterion 1122(d)(3)(i)(A), certain reports to investors were not prepared in accordance with the timeframes and other terms set forth in the related transaction agreements.
- With respect to servicing criterion 1122(d)(3)(i)(B), certain reports to investors contained information that was not calculated in accordance with the terms specified in the related transaction agreements.
- With respect to servicing criterion 1122(d)(3)(ii), certain distributions to investors were not allocated and remitted in accordance with distribution priority and other terms set forth in the transaction agreements.

In our opinion, except for the material noncompliance described above, the Company complied, in all material respects, with the aforementioned servicing criteria, including criterion 1122(d)(2)(vi) for which compliance is determined based on Interpretation 17.06 as described above, as of and for the twelve months ended June 30, 2013.

We do not express an opinion or any form of assurance on Schedule B "Management's Discussion on Material Instances of Noncompliance by the Company" to the Company's Assertion of Compliance with Applicable Servicing Criteria.

/s/ KPMG LLP

Chicago, Illinois  
August 15, 2013

**SERVICER COMPLIANCE STATEMENT**  
**FIA Card Services, National Association**  
**BA Credit Card Trust**

The undersigned, a duly authorized officer of FIA Card Services, National Association (the “Bank”), as Servicer pursuant to the Second Amended and Restated Pooling and Servicing Agreement dated as of October 20, 2006 (as amended, supplemented or otherwise modified from time to time, the “Pooling and Servicing Agreement”) by and between the Bank and The Bank of New York Mellon, as trustee (the “Trustee”), as supplemented by the Third Amended and Restated Series 2001-D Supplement dated as of March 2, 2009 (as amended, supplemented or otherwise modified from time to time, the “Supplement”), by and between the Bank and the Trustee, and the Second Amended and Restated Indenture dated as of October 20, 2006 (the “Indenture”) by and between BA Credit Card Trust and The Bank of New York Mellon, as indenture trustee, does hereby certify that:

1. The Bank is Servicer under the Pooling and Servicing Agreement.
2. The undersigned is duly authorized as required pursuant to the Pooling and Servicing Agreement and the Supplement to execute and deliver this Certificate to the Trustee.
3. This Certificate is delivered pursuant to Section 3.05 of the Pooling and Servicing Agreement and Section 23 of the Supplement.
4. During the twelve-month period ended June 30, 2013 (the “Reporting Period”) a review of the Servicer’s activities and of its performance under the Pooling and Servicing Agreement, the Supplement and the Indenture has been made under my supervision.
5. To the best of my knowledge, based on such review and as more fully set forth in Appendix A attached hereto (which describes two payment prioritization methodologies utilized by the Bank when servicing credit card accounts), the Servicer has fulfilled all of its obligations under the Pooling and Servicing Agreement, the Supplement and the Indenture in all material respects throughout the Reporting Period.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate this 27<sup>th</sup> day of September 2013.

By: /s/ Michelle D. Dumont  
Name: Michelle D. Dumont  
Title: Senior Vice President

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**Variances in Trust Reporting Compared with Cardholder Reporting**

The Bank currently utilizes two payment prioritization methodologies when servicing credit card accounts -- the cardholder cycle payment methodology (utilized for customer calculations such as balance subject to finance charge, finance charges billed, and statement balance reporting functions) and the daily trust payment methodology (utilized for reporting on the assets in the BA Master Credit Card Trust II portfolio). The two methodologies agree on the total outstanding balance for each credit card account, but they vary with respect to the component principal receivable and finance charge receivable balances, primarily due to differences in the payment priorities applied to collections under each of the two methodologies. Cardholder payments have been, and continue to be, applied and recorded to cardholder accounts in accordance with cardholder agreements under the cardholder methodology.

Please refer to “Variances in Trust Reporting Compared with Cardholder Reporting” in the endnotes to Exhibit 99.1 in the registrant’s distribution report on Form 10-D, filed with the SEC on September 16, 2013, for a description of the two payment prioritization methodologies utilized by the Bank, their differences, and the resulting variance as of the end of the August 2013 Monthly Period.

The Bank does not consider differences in the payment priorities applied to collections under each of the two methodologies, or the resulting variance in the component principal receivable and finance charge receivable balances, to constitute a failure to fulfill its obligations under the Pooling and Servicing Agreement, the Supplement and the Indenture in all material respects, so long as collections are applied correctly under each of the methodologies.





## Report of Independent Registered Public Accounting Firm

To FIA Card Services, National Association:

We have examined management's assertion, included in the accompanying report by management, titled "Report of Management on BA Master Credit Card Trust II and BA Credit Card Trust Internal Control" (the "Report"), that FIA Card Services, National Association (the "Company"), a wholly owned subsidiary of Bank of America Corporation, maintained effective internal control over the functions performed as servicer of the BA Master Credit Card Trust II (the "Master Trust") and the BA Credit Card Trust (the "Note Trust", together with the Master Trust, the "Trusts"), including each series of the Master Trust and each tranche of the Note Trust as specified in the Report, as of June 30, 2013 to provide reasonable assurance that Trusts' assets in the possession of or under the control of the servicer are safeguarded against loss from unauthorized use or disposition as specified in the Second Amended and Restated Pooling and Servicing Agreement for the Master Trust dated October 20, 2006 (the "PSA") between the Company, BA Credit Card Funding, LLC and The Bank of New York Mellon (the "Trustee"), the Series Supplement to Second Amended and Restated Pooling and Servicing Agreement for the Master Trust for each series as specified in the Report (the "Series Supplements") between the Company, BA Credit Card Funding, LLC and the Trustee, the Second Amended and Restated Indenture for the Note Trust dated October 20, 2006 (the "Indenture") and the Amended and Restated BAseries Indenture Supplement dated June 10, 2006 (the "Indenture Supplement"), both between the Note Trust and the Trustee (the PSA, Series Supplements, Indenture and Indenture Supplement, together the "Agreements"). The Company's management is responsible for maintaining effective internal control over the functions performed as servicer of the Trusts. Our responsibility is to express an opinion on management's assertion based on our examination.

Our examination was conducted in accordance with standards of the Public Company Accounting Oversight Board (United States) and, accordingly, included obtaining an understanding of internal control over the functions performed by the Company as servicer of the Trusts, testing and evaluating the design and operating effectiveness of internal control, and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

Because of inherent limitations in any internal control, misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of internal control over the functions performed by the Company as servicer of the Trusts to future periods are subject to the risk that the internal control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, management's assertion that the Company maintained effective internal control over the functions performed as servicer of the Trusts to provide reasonable assurance that Trusts' assets in the possession of or under the control of the servicer are safeguarded against loss from unauthorized use or disposition as of June 30, 2013 as specified within the Agreements is fairly stated, in all material respects, based on the following criteria specified in the Report:

- Funds collected are remitted to the Trustee in accordance with the Agreements.

- The Trusts' assets are segregated from those retained by the Company in accordance with the Agreements.
- Expenses incurred by the Trusts are calculated and remitted in accordance with the Agreements.
- The additions of accounts to the Trusts are authorized in accordance with the Agreements.
- The removals of accounts from the Trusts are authorized in accordance with the Agreements.
- The Trusts' assets amortizing out of the Trusts are calculated in accordance with the Agreements.
- Monthly Trust reports generated in the form of “Exhibits” and provided to the Trustee are reviewed by a Vice President or above prior to distribution.
- Monthly Trust reports generated in the form of “Exhibits” contain all information required by the Agreements.

/s/ PricewaterhouseCoopers LLP

September 27, 2013

September 27, 2013

**Report of Management on BA Master Credit Card Trust II and BA Credit Card Trust Internal Control**

FIA Card Services, National Association (“FIA” or the “Company”), a wholly owned subsidiary of Bank of America Corporation, is responsible for establishing and maintaining effective internal control over the functions performed as the servicer of the BA Master Credit Card Trust II and the BA Credit Card Trust (the “Trusts” or individually, the “Trust”). These internal controls are designed to provide reasonable assurance to the Company’s management and board of directors that Trusts’ assets in the possession of or under the control of the servicer are safeguarded against loss from unauthorized use or disposition, as specified in the applicable Pooling and Servicing Agreement, Series Supplements, Indenture and BAseries Indenture Supplement (together the “Agreements”) as specified in Appendix I, between FIA as Seller and Servicer, in the case of the Pooling and Servicing Agreement and the Series Supplements, or BA Credit Card Trust, in the case of the Indenture and the BAseries Indenture Supplement, and the applicable Trustee (specific Agreements and Trustees are listed in Appendix I).

Because of inherent limitations in any internal control, no matter how well-designed, misstatements due to error or fraud may occur and not be detected, including the possibility of the circumvention or overriding of internal control. Accordingly, even effective internal control can provide only reasonable assurance with respect to the achievement of any objectives of internal control. Further, because of changes in conditions, the effectiveness of internal control may vary over time.

The Company has determined that the objectives of controls with respect to servicing and reporting of the Trusts’ assets are to provide reasonable, but not absolute assurance that:

- Funds collected are remitted to the Trustee in accordance with the Agreements.
  - The Trusts’ assets are segregated from those retained by FIA in accordance with the Agreements.
  - Expenses incurred by the Trusts are calculated and remitted in accordance with the Agreements.
  - The additions of accounts to the Trusts are authorized in accordance with the Agreements.
  - The removals of accounts from the Trusts are authorized in accordance with the Agreements.
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**Trust Internal Control** (continued)

- The Trusts' assets amortizing out of the Trusts are calculated in accordance with the Agreements.
- Monthly Trust reports generated in the form of "Exhibits" and provided to the Trustee are reviewed by a Vice President or above prior to distribution.
- Monthly Trust reports generated in the form of "Exhibits" contain all information required by the Agreements.

The Company assessed its internal control over the functions performed as servicer of the Trusts in relation to these criteria. Based upon this assessment, the Company believes that, as of June 30, 2013, its internal controls over the functions performed as servicer of the Trusts are effective in providing reasonable assurance that Trusts' assets in the possession of or under the control of the servicer are safeguarded against loss from unauthorized use or disposition, as specified in the Agreements.

**FIA Card Services, National Association by:**

/s/ Michelle D. Dumont

Michelle D. Dumont

Senior Vice President

/s/ Scott McCarthy

Scott McCarthy

Managing Director

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Appendix I  
BA Master Credit Card Trust II  
Internal Control as of June 30, 2013

SERIES	ISSUANCE DATE	TRUSTEE	PSA DATE *	PSA SUPPL. DATE *
BA Master Credit Card Trust II Series 2001-D	5/24/2001	The Bank of New York Mellon	10/20/2006	3/2/2009

\* - Indicates associated agreement may have been amended

Appendix I  
BA Credit Card Trust  
Internal Controls as of June 30, 2013

TRANCHE	ISSUANCE DATE	TRUSTEE	INDENTURE DATE*	INDENTURE SUPP. DATE*
<b>Full Year</b>				
BASeries Class A (2003-10)	10/15/2003	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class B (2003-4)	10/15/2003	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class C (2003-7)	11/5/2003	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2004-1)	2/26/2004	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2004-3)	3/17/2004	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class B (2004-1)	4/1/2004	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class C (2004-2)	8/11/2004	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class B (2005-3)	11/9/2005	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2006-7)	7/28/2006	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2006-8)	8/9/2006	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class C (2006-5)	8/15/2006	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2006-11)	9/26/2006	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class C (2006-6)	9/29/2006	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2006-13)	11/14/2006	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2006-14)	11/28/2006	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2007-1)	1/18/2007	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class B (2007-2)	1/31/2007	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2007-3)	3/20/2007	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2007-4)	3/20/2007	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2007-5)	3/20/2007	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class B (2007-3)	3/30/2007	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2007-6)	4/12/2007	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2007-10)	7/26/2007	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2007-11)	8/2/2007	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2007-15)	11/27/2007 & 1/17/2008	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2008-2)	3/14/2008	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2008-4)	4/11/2008	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2008-8)	7/17/2008	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class A (2008-10)	8/15/2008	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class C (2008-5)	8/15/2008	The Bank of New York Mellon	10/20/2006	6/10/2006

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Appendix I  
BA Credit Card Trust  
Internal Controls as of June 30, 2013

BASeries Class B (2010-1) - VFNs	1/15/2010	The Bank of New York Mellon	10/20/2006	6/10/2006
BASeries Class C (2010-1) - VFNs	1/15/2010	The Bank of New York Mellon	10/20/2006	6/10/2006

\* - Indicates associated agreement may have been amended

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